

4:59



E Kuo >



Dec 13, 2017, 11:33 AM

Talk to Mike?

Should I call him?

Dec 13, 2017, 3:11 PM

Have a sec?

On the line, call in a few

K

Dec 14, 2017, 11:22 AM

Hey, I think you sent the email with the summary but for some reason i can't find it anymore. Can you resend?

Sure. Will do right after lunch.

Thks

Dec 14, 2017, 2:34 PM

We also need to discuss a prompt payment of about 4M to satisfy the credit guys



iMessage



4:59



E Kuo >



Dec 14, 2017, 2:34 PM

We also need to discuss a prompt payment of about 4M to satisfy the credit guys

Should be ok. Can we do that in AM? Just trying to juggle cats here.

Yes

Dec 19, 2017, 8:57 AM

You signed?

Dec 19, 2017, 12:11 PM

Almost. Should be this week.

Dec 19, 2017, 2:00 PM

Didn't you say the same thing last week :)

Damn. That smarts!

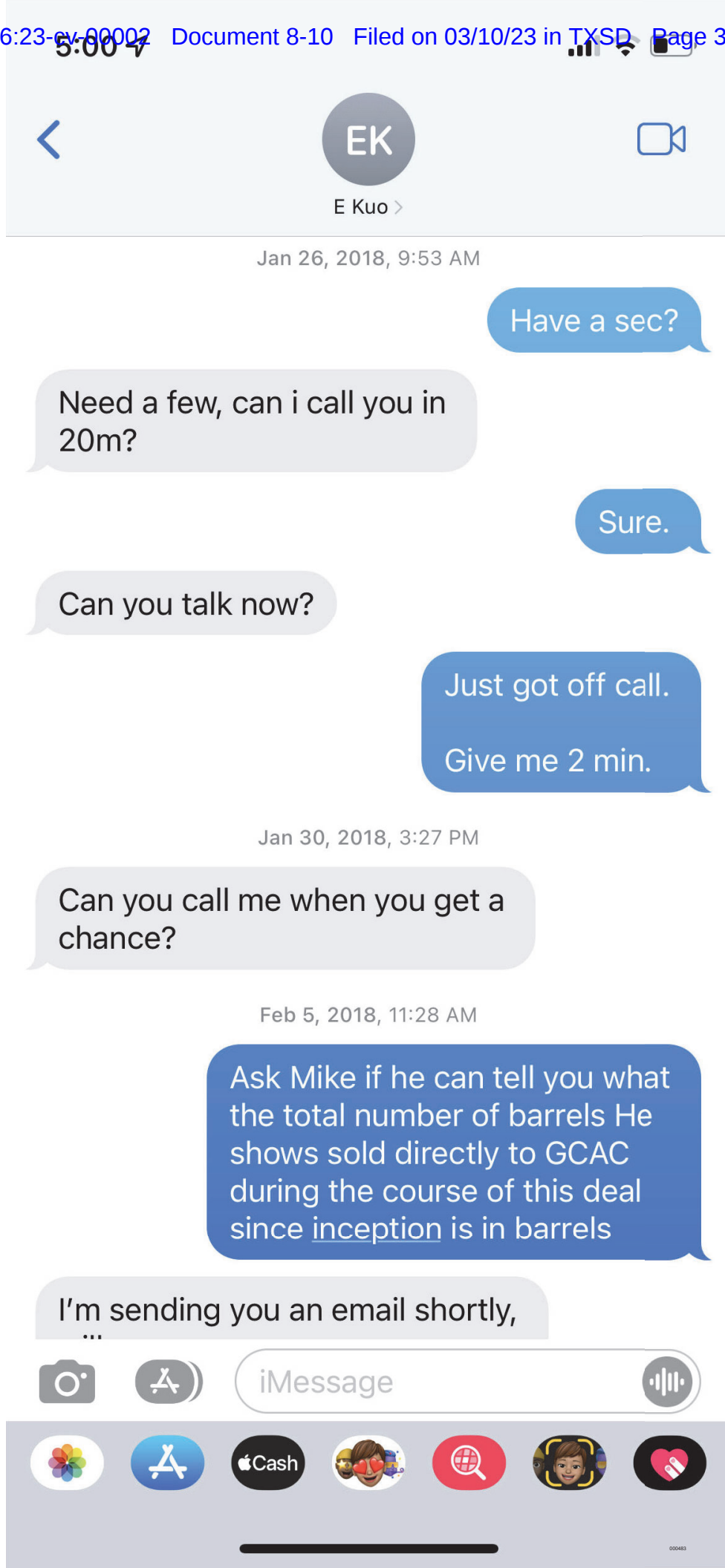
Dec 21, 2017, 2:50 PM

You guys done?



iMessage





5:00



E Kuo >



Ask Mike if he can tell you what the total number of barrels He shows sold directly to GCAC during the course of this deal since inception is in barrels

I'm sending you an email shortly, will copy everyone

Feb 13, 2018, 1:57 PM

In meeting. Give me a few and I'll call.

Ok

Feb 20, 2018, 2:19 PM

Hey, can we pls talk about the reconciliation?

Yes. Give me a few to get off call.

Ok

Mar 1, 2018, 10:20 AM

Call u in 1 sec.



iMessage





5:00



E Kuo >

Mar 1, 2018, 2:54 PM

What number do we call on?

Is it ok if we call you? Not sure about my direct dial.

[713.230.2685](tel:713.230.2685)

Got it

Mar 5, 2018, 1:18 PM

Hey, do you have any updates for us?

Yup. Just finishing it up.

Ok cool

Mar 6, 2018, 9:36 AM

Hi AJ, didn't think we saw anything from you guys yday. Are you almost finished?

Jason Just sent

Ok, thank you



iMessage



5:00



EK



E Kuo >

We still good to meet tmrw?

I think so. Let me get through this am. Will confirm this afternoon.

I'm out next wk for spring break

I'm sure you are also

Got ya. I'm leaving tues.

Where r u going?

Would like to get the bulk of this sorted

Agreed.

Going to the Bahamas

Of course. Rematch w Jordan.

Where you headed?

LA

Mar 7, 2019 10:20 AM



iMessage



3:01



EK



E Kuo >

We on for today?

Can you reply to that email

Mar 7, 2018, 12:32 PM

Saw I missed your call, need me to call now?

Mar 20, 2018, 11:55 AM

Hi AJ, hope spring break was nice. You free for a call sometime today?

Mar 21, 2018, 9:55 AM

Free for a chat today?

Hey bud. Just back. Let me get my schedule together and hit you this afternoon.

Ok

Mar 26, 2018, 10:11 AM

Hey, can we speak today?



iMessage



3:01



EK



E Kuo >

Yes. I'm around today.

Afternoon?

Anytime. Need to get this project done.

Think we said by end of March

Latest

Ok. Let me check in with guys.  
Will ping you.

Mar 27, 2018, 9:04 AM

Can we speak today please?

Mar 27, 2018, 3:39 PM

1 sec

Mar 27, 2018, 4:58 PM

Why do i get the feeling you are trying to dodge me ?

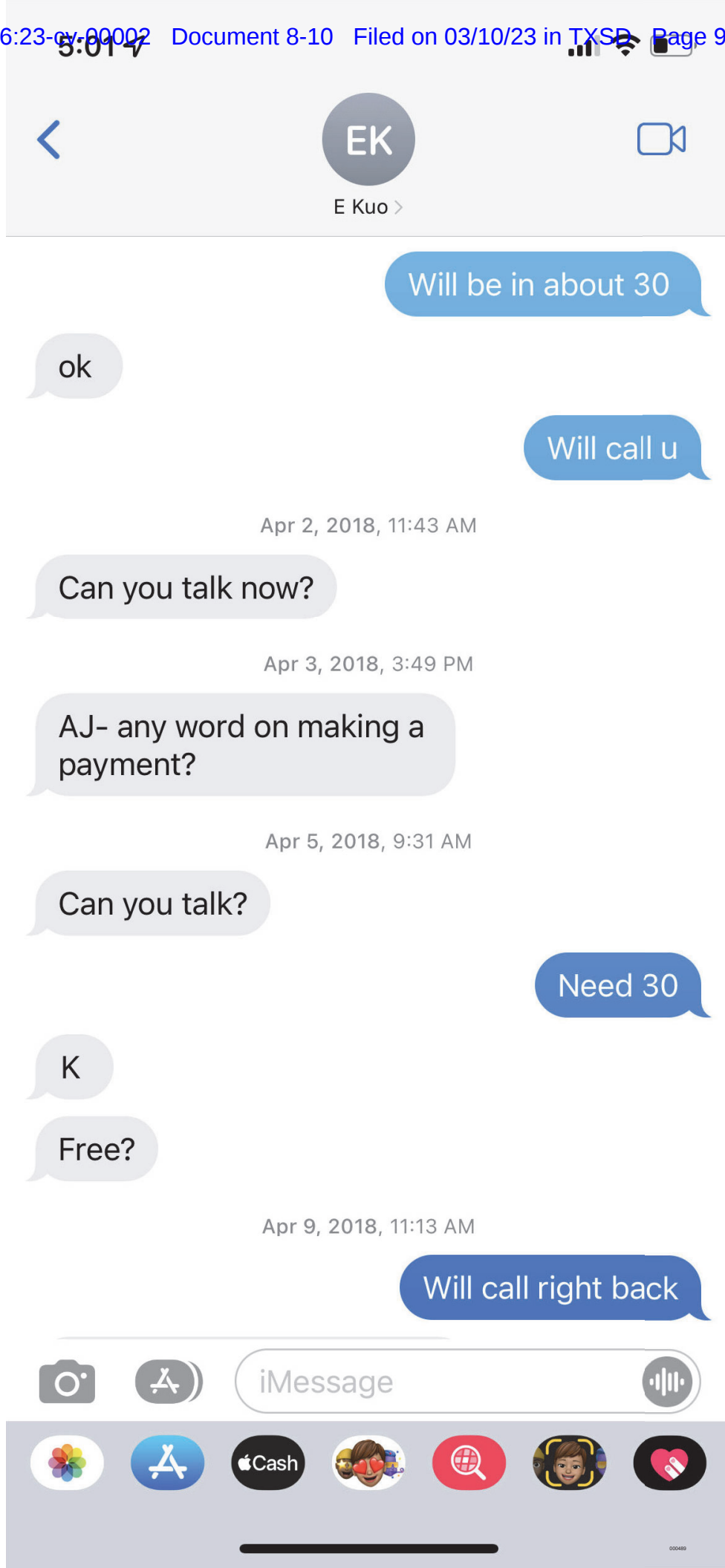
Apr 2, 2018, 9:46 AM

You free?



iMessage





5:01 PM



E Kuo >



Ok, need to speak with you urgently

Apr 9, 2018, 1:53 PM

Did you speak with Loya?

No. I figured best to let him cool off and me cool off.

I'll call him this afternoon.

Ok, fair enuf

Apr 11, 2018, 4:45 PM

You have anything for us?

Just about to call you.

Give me 10

Ok

Apr 13, 2018, 1:34 PM

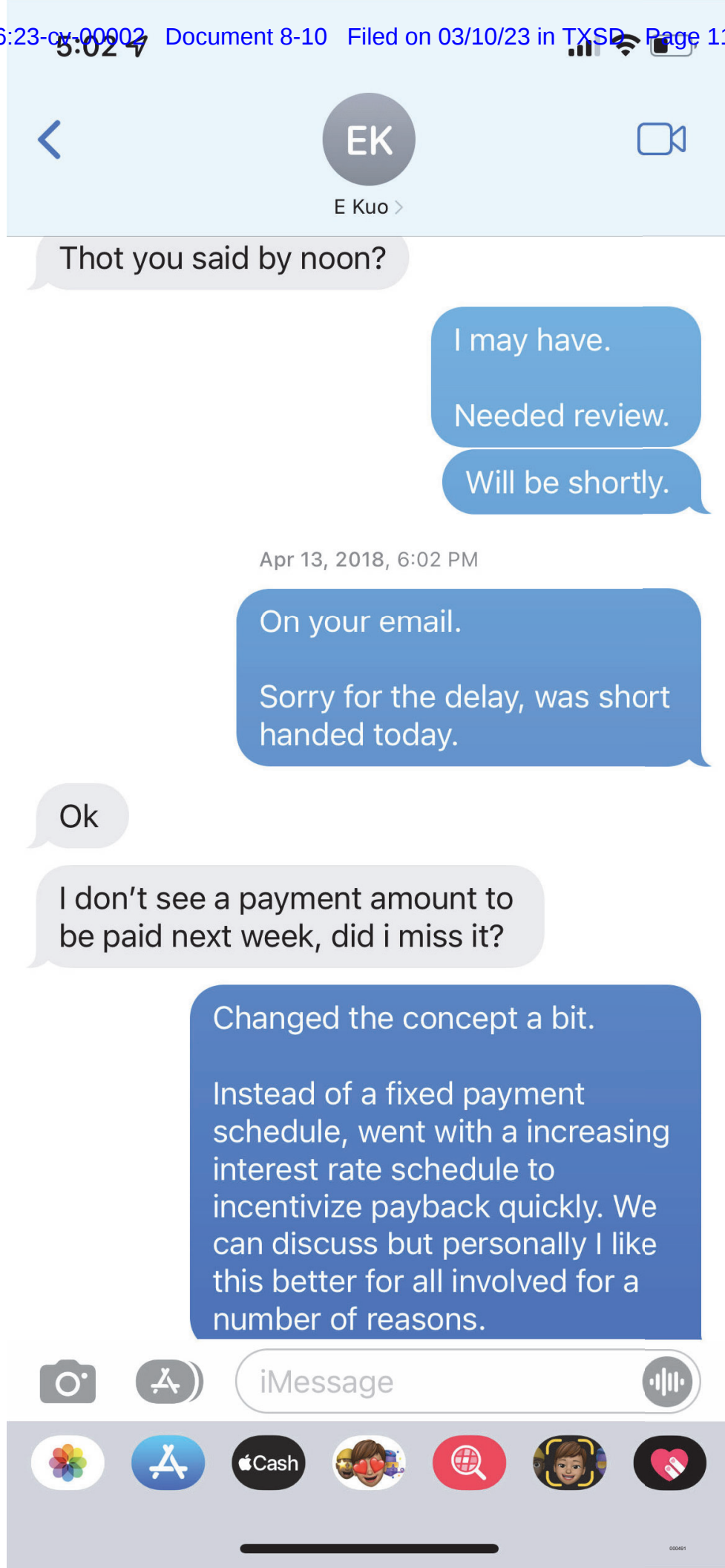
Had some people out this am but they're working on it. You'll have email today.



iMessage







5:02



EK



E Kuo >

So can we expect a payment next week?

Planned for but admittedly this structure focused on less structure and more alignment.

I think it works nicely for us both but interested to hear your thoughts.

Apr 13, 2018, 7:52 PM

I forwarded on to Loya, let's see what he says

K

What did you think?

I think we need more definition and concrete figures, this feels like more pushing the can down the street

I'm not sure I agree but happy to talk about it.

Sent it to Loya, think he wants



iMessage





5:02 7



E Kuo >



Apr 23, 2018, 2:17 PM

Hey bud, wanted to check that we are still on schedule to receive a payment this week?

On schedule.

FYI, never saw docs from you.

Did I miss them?

No, will be over shortly. Waiting on the lawyer

Apr 23, 2018, 4:46 PM

Sent

Apr 24, 2018, 1:51 PM

Have you had a chance to review the contract?

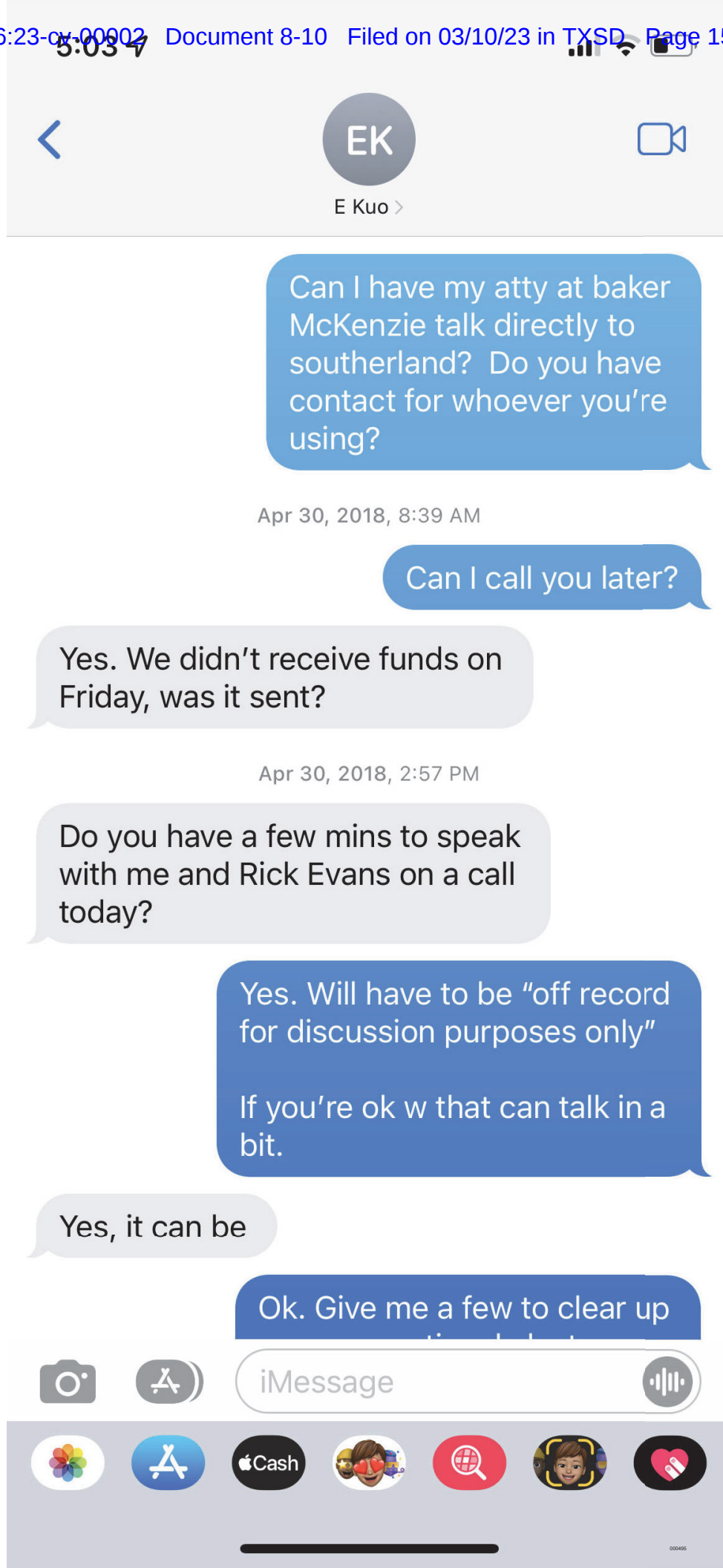
Apr 26, 2018, 3:08 PM

Can I have my atty at baker McKenzie talk directly to southerland? Do you have contact for whoever you're

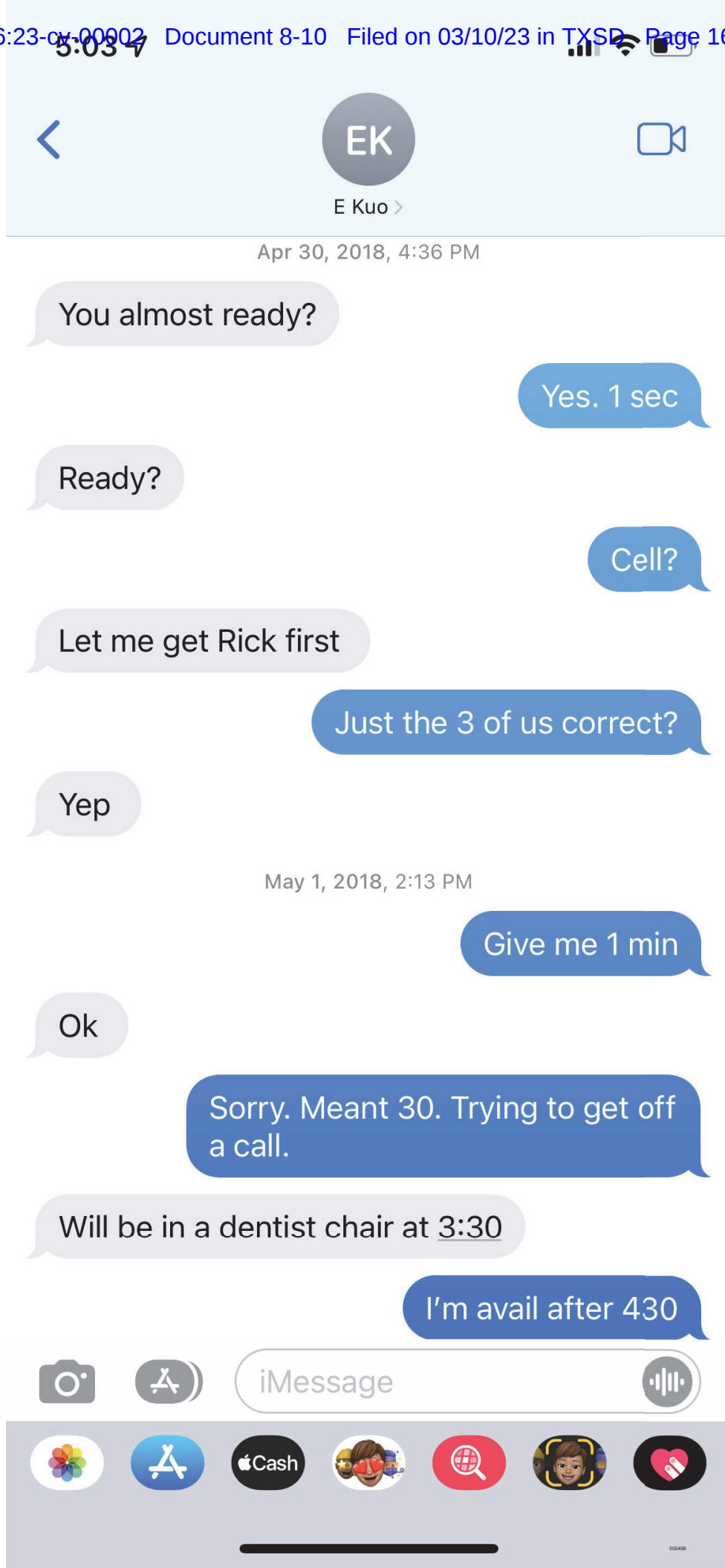


iMessage

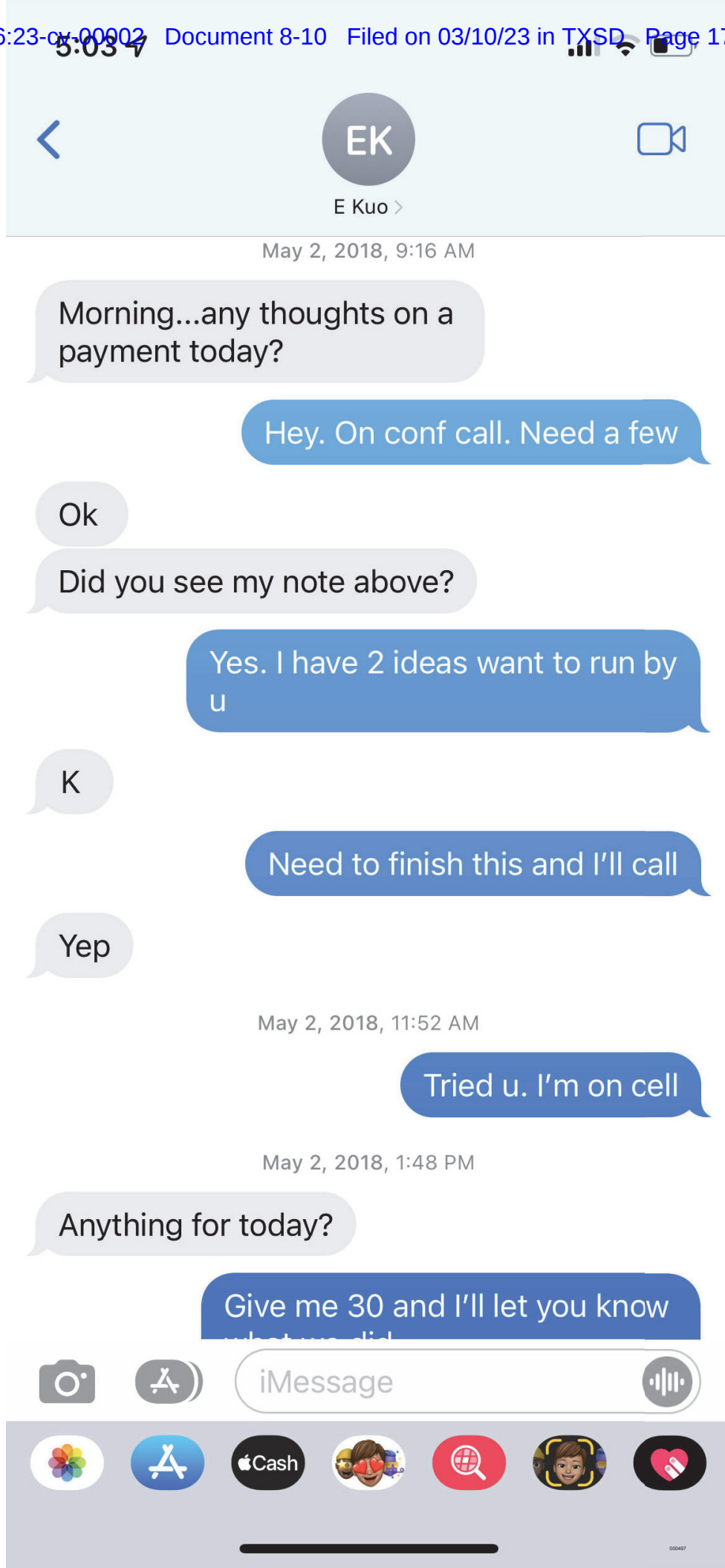




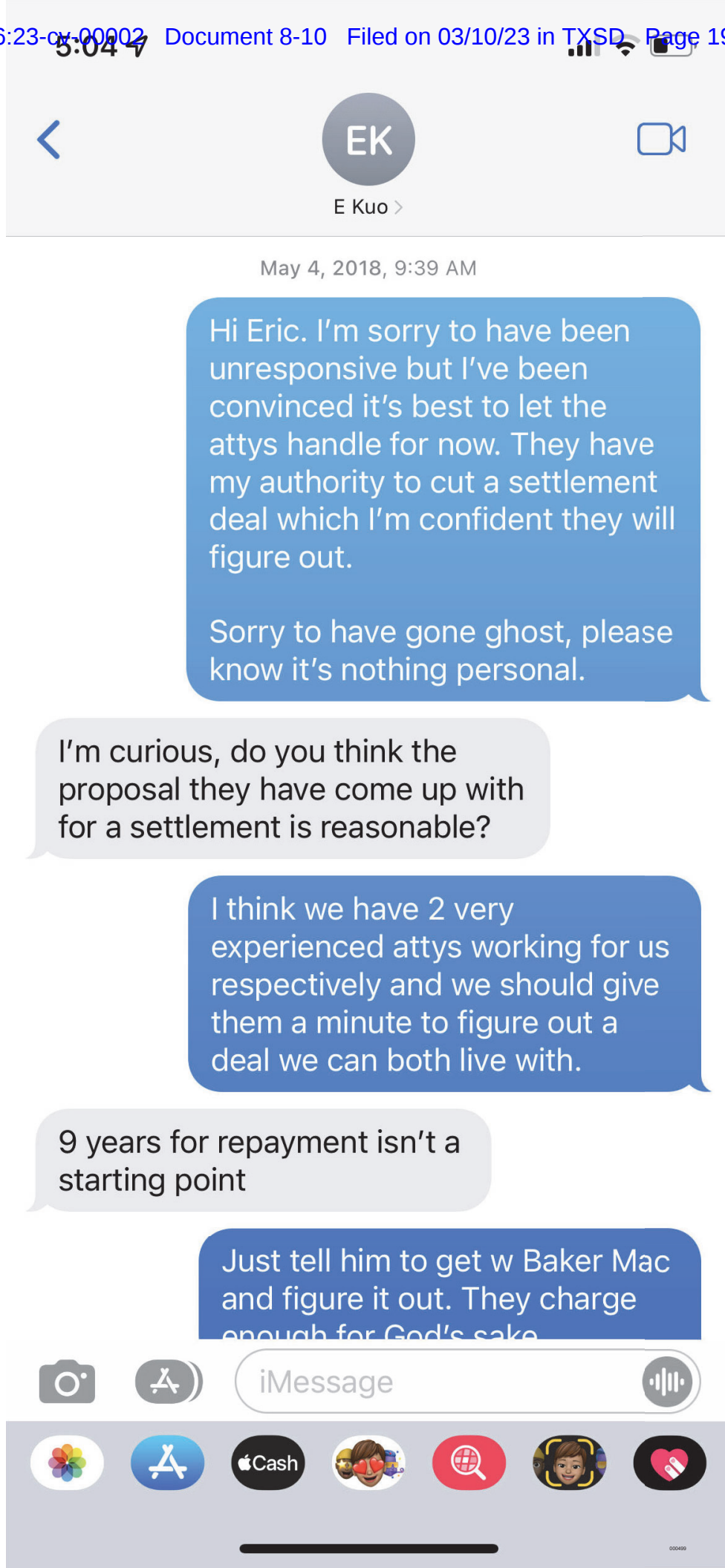












5:04



EK



E Kuo >

deal we can both live with.

9 years for repayment isn't a starting point

Just tell him to get w Baker Mac and figure it out. They charge enough for God's sake.

Was the 9 years their idea or yours?

Seems like a big middle finger if you ask me

I can't back channel about the terms of what they're negotiating. Just let them get together and work it out.

I can tell you I've told them to do everything possible to achieve a wholistic settlement.

And I would never give you guys the middle finger. I'm just slightly classier than that.

Delivered



iMessage





Joint Marketing Agreement

Joint Marketing Agreement (the "Agreement") made this <sup>24</sup> day of February, 2016, by and between Rio Energy International, Inc., a Texas corporation ("Rio") and Gulf Coast Asphalt Company, L.L.C., an Alabama limited liability company ("GCAC"). (Rio and GCAC may be referred to individually, as a "Party" or collectively, as "Parties").

Witnesseth:

Whereas, Rio and GCAC wish to use their resources and expertise to jointly pursue the sourcing, purchase, blending, selling and marketing of asphalt and asphalt related products (the "Products") to and from the GOTAC Terminal located in Corpus Christi, Texas, owned and operated by Gravity Midstream Corpus Christi, LLC (the "GOTAC Terminal"), and the Arc Terminal located in Mobile, Alabama, operated by Arc Terminals Holdings LLC (the "Mobile Terminal") (the GOTAC Terminal and the Mobile Terminal hereinafter referred to collectively as the "Terminals") (the sourcing, purchasing, blending, selling and/or marketing of Products is referred to herein as the "Business"); and

Whereas, the parties wish to set forth in writing their understandings and agreements;

Now, Therefore, in consideration of the premises and the covenants contained herein, the parties agree as follows:

Article I

Terminals

(a) During the term of this Agreement, Rio shall use its commercially reasonable efforts to maintain:

(i) A terminal services agreement at the GOTAC Terminal (the "GOTAC Terminal Agreement"), upon such terms and conditions as the Parties shall mutually determine from time to time.

(ii) A terminalling agreement at the Mobile Terminal (the "Rio Mobile Terminal Agreement"), upon such terms and conditions as the Parties shall mutually determine from time to time.

(iii) A sub-terminalling agreement of the GCAC Mobile Terminal Agreement at the Mobile Terminal (the "Rio Mobile Sub Agreement"), upon such terms and conditions as the Parties shall mutually determine from time to time.



(b) During the term of this Agreement, GCAC shall use its commercially reasonable efforts to maintain a terminalling agreement at the Mobile Terminal (the "GCAC Mobile Terminal Agreement"), upon such terms and conditions as the Parties shall mutually determine from time to time.

#### Article II

##### Vessels

(a) During the term of this Agreement, GCAC shall use its commercially reasonable efforts to maintain a charter (the "Iver Vessel Charter") for the vessel known as the "Iver Asphalt" (the "Iver Vessel"), upon such terms and conditions as the Parties shall mutually determine from time to time.

(b) During the term of this Agreement, GCAC shall use its commercially reasonable efforts to cause its Affiliate, Gulf Coast Crude Gathering & Marketing, LLC, a Texas limited liability company ("GCCGM"), to maintain a charter (the "WSE Vessel Charter") for the vessel known as the "WSE New Building TBN13K" (the "WSE Vessel"), upon such terms and conditions as the Parties shall mutually determine from time to time.

(c) Upon the mutual agreement of the Parties, the Iver Vessel and the WSE Vessel (collectively, the "Vessels") shall be used for the transportation of Products solely in connection with the Business from such locations, as the Parties may mutually agree from time to time.

#### Article III

##### Purchase of Products

Upon the prior mutual agreement of the Parties as to quantity, specifications, price and frequency of purchase, Rio will use its commercially reasonable efforts to purchase Products for delivery to the Terminals, and arrange, as necessary, for the blending of the Products.

#### Article IV

##### Sale of Products

4.1 Sale of Products. Upon the mutual agreement of the Parties as to quantity, specifications, price and identity of customer, Rio and GCAC will each use its commercially reasonable efforts to sell Products for delivery from the Terminals.

4.2 Direct Sales by GCAC. For Products sold by GCAC directly to a customer, immediately prior to the sale by GCAC, GCAC will purchase the Products from Rio upon such terms and conditions and price as the Parties shall mutually determine.



Article V

Hedging

Rio may maintain such hedging of the Product as the Parties may mutually determine from time to time.

Article VI

Facility/Vessel Costs

6.1 Rio Costs. Rio will pay all costs incurred with respect to the GOTAC Terminal Agreement, the Rio Mobile Terminal Agreement and the Rio Mobile Sub Agreement, including comprehensive property, casualty and liability insurance coverage as agreed by the Parties, and all costs incurred for any additional facilities or equipment acquired by Rio during the term of this Agreement, for use in connection with this Agreement, with the consent of GCAC (the "Rio Costs").

6.2 GCAC Costs. GCAC will pay all costs incurred with respect to the Vessels, and with respect to the GCAC Mobile Terminal Agreement to the extent not paid by Rio pursuant to the Rio Mobile Sub Agreement, including comprehensive property, casualty and liability insurance coverage as agreed by the Parties, and all costs incurred for any additional facilities or equipment acquired by GCAC during the term of this Agreement, for use in connection with this Agreement, with the consent of Rio (the "GCAC Costs").

Article VII

Calculation of Profits and Losses

7.1 Costs. Costs for purposes of determining profits and losses, and the sharing of costs and profits and losses, for transactions governed by this Agreement, shall include the Rio Costs and the GCAC Costs, and all obligations, liabilities and reasonable costs and expenses incurred by either Party, as well as taxes paid or payable, other than taxes imposed upon the income of the Parties, in connection with the Business, including letter of credit fees, cost of funds for financing the costs and purchase of Product, and hedging gains and losses, all as mutually determined by the Parties.

7.2 Overhead. Except as may be mutually agreed by the Parties from time to time, costs for purposes of determining profits and losses shall not include any general overhead expenses of either Party or the costs of any personnel employed by a Party.

7.3 Currency. All amounts of costs, profits and losses under this Agreement, and any payments to be made, shall be calculated using U.S. Dollars.



Article VIII

Reconciliation/Sharing of Profits and Losses/Records/Audit Rights

8.1. Monthly and Quarterly Reconciliation. On or before the thirtieth (30<sup>th</sup>) day of each calendar month and within sixty (60) days following the end of each calendar quarter, Rio and GCAC will jointly determine the Rio Costs, the GCAC Costs, and other costs related to the Business, the gross profit from sales of Product, and the net profit (or loss) of the Business during the prior calendar month or applicable quarter for transactions consummated during such month or applicable quarter in accordance with the provisions of this Agreement. To the extent that one Party is entitled to a payment from the other Party in order for the Parties to share the costs, and net profits (or losses) of the Business, equally, or on such other basis as the Parties shall mutually determine in writing from time to time, a payment will be made to such Party from the other Party within ten (10) business days after such determination.

8.2. Annual Accounting. Within sixty (60) days after the end of each calendar year, the Parties will perform an accounting of all transactions under this Agreement for the prior calendar year (the "Annual Accounting"), on the basis for the monthly and quarterly reconciliations. To the extent that one Party is entitled to a payment from the other Party, a payment will be made to such Party from the other Party within ten (10) business days after such determination.

8.3. Final Accounting. Within ninety (90) days after the expiration or termination of this Agreement or, if later, the earlier of the Expiration Date and the date Rio shall have no further obligations under the Terminal Agreements and GCAC shall have no further obligations under the Vessel Charters, the Parties will mutually perform a final accounting of all transactions under this Agreement (the "Final Accounting"), on the basis that the Parties are to share all costs and profits and losses equally, or on such other basis as the Parties mutually determined in writing. The Party entitled to payment from the other based on the Final Accounting will generate and send an invoice for the amount as determined in the Final Accounting, which will be paid within ten (10) business days thereafter.

8.4. Records and Audit Rights.

(a) Each Party shall keep complete, true and accurate books and records in relation to this Agreement and the Business. Each Party will keep such books and records for at least one (1) year following the completion of the Final Accounting.

(b) Each Party may, upon written request and at its expense and no more than once per year, audit, during ordinary business hours, the books and records relating to the Business of the other Party and the correctness of any payments made or required to be made to or by such Party during such quarter, fiscal year or upon the Final Accounting, and any report, data or calculation underlying such payment (or lack thereof), pursuant to the terms of this Agreement.



(c) On a monthly, quarterly and annual basis, each Party shall provide the other with a reasonably detailed report of all costs incurred by, sales by and gross profits from sales by, such Party, with respect to transactions under this Agreement.

## Article IX

### Term and Termination

9.1 Term. The initial term (the "Term") of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2020 (the "Expiration Date"), subject to earlier termination in accordance with Section 9.2 hereof.

#### 9.2 Termination.

(a) The Parties may terminate this Agreement at any time upon mutual written agreement.

(b) Either party may terminate this Agreement effective on or after December 31, 2016, upon not less than ninety (90) days prior written notice to the other.

(c) In the event of a material breach of this Agreement by a Party (the "Defaulting Party"), which is not cured within thirty (30) days after written notice from the other Party (the "Non-Defaulting Party") specifying the particulars of such breach, the Non-Defaulting Party may terminate this Agreement.

(d) Either Party may terminate this Agreement with notice if an Insolvency Event occurs in relation to the other Party. In any event when a Party first becomes aware of the likely occurrence of any Insolvency Event in regard to that Party, it shall promptly so notify the other Party in sufficient time to give the other Party sufficient notice to protect its interests under this Agreement.

#### 9.3 Effect of Termination. Upon a termination or expiration of this Agreement:

(a) All Product at the Terminals, in the Vessels, or other mutually agreed storage facilities, as of the effective date of termination of this Agreement, will be sold at mutually agreed market price.

(b) Rio will retain all rights to the Terminals, as evidenced by, and in accordance with the terms of, the Rio Mobile Terminal Agreement, the Rio Mobile Sub Agreement and the GOTAC Terminal Agreement (collectively the "Rio Terminal Agreements"), and be subject to all obligations and liabilities thereunder.

(c) GCAC and GCCGM will retain all rights to the Vessels, as evidenced by the Vessel Charters, and the Mobile Terminal, as evidenced by, and in accordance with the terms





of, the GCAC Mobile Terminal Agreement, but subject to the Rio Mobile Sub Agreement, and be subject to all obligations and liabilities thereunder.

(d) If this Agreement is terminated prior to the Expiration Date, other than as a result of an Insolvency Event relating to Rio, GCAC will reimburse Rio for fifty percent (50%) of the costs, expenses and liabilities incurred by Rio with respect to the Rio Terminal Agreements during the period commencing on the termination date and terminating on the earlier of the termination date of the Terminal Agreements and the Expiration Date, in excess of any payments received by Rio from third parties for use of the Terminals, to the extent that the Terminals are not used by Rio for its business purposes

(e) If this Agreement is terminated prior to the Expiration Date, other than as result of an Insolvency Event relating to GCAC, Rio will reimburse GCAC for fifty percent (50%) of the costs, liabilities and expenses incurred by GCAC with respect to the Vessels and the GCAC Mobile Terminal Agreement, during the period commencing on the termination date and terminating on the earlier of the termination date of the Vessel Charters and the GCAC Mobile Terminal Agreement, and the Expiration Date in excess of any payments received by GCAC and GCCGM from third parties for use of the Vessels, and the Mobile Terminal, to the extent that the Vessels and Mobile Terminal are not used by GCAC or GCCGM for their business purposes and payments received by GCAC from Rio under the Rio Mobile Sub Agreement.

(f) Each Party covenants and agrees to use its reasonable commercial efforts to mitigate the costs and expense reimbursable by the other under clauses (d) and (e) hereof; provided, however, that (i) in the event Rio proposes to sublease or assign any or all of its rights under the Terminal Agreements (a "Terminal Assignment"), Rio shall provide notice to GCAC of the terms and conditions of the Terminal Assignment and provide GCAC with the opportunity to accept a Terminal Assignment upon the same terms and conditions; and (ii) in the event GCAC or GCCGM propose to sublease or assign any or all of their rights under the Vessel Charters (a "Charter Assignment"), or the GCAC Mobile Terminal Agreement (the "Mobile Assignment") GCAC and/or GCCGM shall provide notice to Rio of the terms and conditions of the Charter Assignment or the Mobile Assignment and provide Rio with the opportunity to accept a Charter Assignment or the Mobile Assignment upon the same terms and conditions.

(g) Except as otherwise expressly provided herein, the expiration or termination of this Agreement for any reason shall not release either Party from any liability that, at the time of such expiration or termination, has already accrued to the other Party or that is attributable to a period prior to such expiration or termination.

9.4. Assignment of Terminal Agreements. Notwithstanding the provisions of Section 9.3 hereof, in the event Rio shall elect to terminate this Agreement in accordance with Section 9.2 (b) hereof, upon an election by GCAC, in writing, within thirty (30) days after receipt of the notice of termination from Rio, Rio shall assign all of its rights under the Rio Terminal Agreements to GCAC, and GCAC shall assume all of Rio's obligations under the Rio Terminal Agreements, effective as of the termination date of this Agreement. Upon such assignment,

Rio shall have no obligations to reimburse GCAC for any costs, expenses or liabilities incurred by GCAC under the Terminal Agreements or by GCAC or GCCGM under the Vessel Charters, accruing or arising after the date of termination of this Agreement.

#### Article X

#### Exclusivity

10.1 Exclusivity Undertaking by Rio. During the Term of this Agreement, except in accordance with this Agreement or as agreed to by GCAC, Rio shall not, and shall cause each of its Affiliates not to, engage (whether directly or indirectly, alone or jointly with others or whether as principal, agent, shareholder or otherwise and whether for its own benefit or that of others) in the Business, including, without limitation, and by way of example only, (a) the acquisition of any interest in any company or undertaking engaged in the Business or (b) the participation in any joint venture, partnership or other business relationship which involves, or actively assists another Person in, carrying out the Business; provided, however, the foregoing shall not preclude, restrict or prohibit (i) Rio and its applicable Affiliates from performing their respective obligations under this Agreement and any applicable Terminal Agreement and (ii) Rio's or any of its Affiliates' purchase of a class of publicly traded equity securities of a company engaged in the Business so long as Rio and its Affiliates do not collectively own more than five percent (5%) of such class of issued and outstanding equity securities of such publicly traded company, and so long as neither Rio or any of its Affiliates otherwise exercise any management or control with respect to such publicly traded company

10.2 Exclusivity Undertaking by GCAC. During the Term of this Agreement, except in accordance with this Agreement or as agreed to in writing by Rio, GCAC shall not, and shall cause each of its Affiliates not to, engage (whether directly or indirectly, alone or jointly with others or whether as principal, agent, shareholder or otherwise and whether for its own benefit or that of others), directly or indirectly, in the Business, including, without limitation and by way of example only, (a) the acquisition of any interest in any company or undertaking engaged in the Business or (b) the participation in any joint venture, partnership or other business relationship which involves, or actively assists another Person in, carrying out the Business; provided, however, the foregoing shall not preclude, restrict or prohibit (i) GCAC and its applicable Affiliates from performing their respective obligations under this Agreement and any applicable Vessel Charter or the GCAC Mobile Terminal Agreement and (ii) GCAC's or any of its Affiliates' purchase of a class of publicly traded equity securities of a company engaged in the Business so long as GCAC and its Affiliates do not collectively own more than five percent (5%) of such class of issued and outstanding equity securities of such publicly traded company, and so long as neither GCAC or any of its Affiliates otherwise exercise any management or control with respect to such publicly traded company.

10.3 Exception. The provisions of Section 10.1 hereof shall not restrict Rio or its Affiliates from the sourcing and/or purchasing of Products, from any location other than the Port of Corpus Christi or the Port of Mobile, and the blending, selling and/or marketing of



Products, or maintaining separate terminal service agreements at the GOTAC Terminal or the Mobile Terminal for the blending and/or storage of Products, for sale into or use in fuel oil pools or other non-asphalt uses, and GCAC shall have (i) no right to share or participate in any profits therefrom and (ii) no obligation to share in any costs or liabilities therefrom.

#### Article XI

##### FCPA

Each Party warrants to the other Party that it is familiar with the United States Foreign Corrupt Practices Act (as amended, the "FCPA") and its purposes, including its prohibition against paying or giving anything of value, directly or indirectly, by an American company to an official of a non-U.S. government for the purpose of influencing any act or decision in his or her official capacity, inducing such official to violate his or her lawful duty, inducing such official to use his or her influence with a non-U.S. government or an instrumentality thereof to affect or influence any act of such government or instrumentality, or obtaining any improper advantage in order to assist the American company to obtain or retain business. Each Party hereto warrants to the other that it shall not undertake any acts prohibited by the FCPA.

#### Article XII

##### Confidentiality

12.1 Duty of Confidence. Each Party will maintain in confidence (and will not use to the detriment of the other Party), and will cause its respective Affiliates to maintain in confidence (and not to use to the detriment of the other Party), any written, oral or other Confidential Information obtained from the other Party in connection with this Agreement or the transactions contemplated hereby, or any Confidential Information concerning the Business, unless (a) such information becomes publicly available through no fault of such Party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consents or approvals required for the Business, or (c) the use of such information in connection with any claims by a Party under this Agreement or otherwise in respect of the Business. In the event the recipient Party is required to disclose Confidential Information of the disclosing Party by law or in connection with bona fide legal process, such disclosure shall not be a breach of this Agreement; provided that the recipient Party (i) if legally permitted, informs the disclosing Party as soon as reasonably practicable of the required disclosure; (ii) limits the disclosure to the required purpose; and (iii) at the disclosing Party's request and expense, assists in an attempt to object to or limit the required disclosure.

12.2 Enforcement. To the fullest extent permitted by law, if a Party or any of its Affiliates breaches, or threatens to commit a breach of, Section 12.1, the other Party shall have the right and remedy to have Section 12.1 specifically enforced by any court having jurisdiction, it being acknowledged and agreed that money damages would not provide an adequate remedy in the event of a breach of Section 12.1. Nothing herein shall be construed to limit the



right of a Party to collect money damages in the event of a breach of Section 12.1 by the other Party.

#### Article XIII

##### Intellectual Property

13.1 Pre-Existing Property. Except as specifically documented in writing between the Parties, all property owned by a Party (whether real or personal, Intellectual Property, tangible or intangible or any other property) shall be owned by such Party, and the other Party shall not have any ownership interest of any nature in such property.

13.2 Ownership of Inventions. All inventions, trade secrets and other Intellectual Property arising from the Parties' activities under this Agreement shall be owned as follows:

(a) All inventions, trade secrets and other Intellectual Property arising from the Parties activities under this Agreement, including any patent applications and patents, covering such inventions, trade secrets or other Intellectual Property, made solely by employees or agents of a Party, or its Affiliates, shall be owned by such Party or its respective Affiliates; provided, however, that the other Party shall have a non-exclusive royalty free license to use such Intellectual Property during the term of this Agreement.

(b) All such inventions, trade secrets or other Intellectual Property developed jointly by employees or consultants of both Parties shall be owned jointly by the Parties.

(c) Determination of inventorship shall be made in accordance with the patent laws of the United States, and any patent right with a name inventor that is an employee or consultant of each Party will be jointly owned.

13.3 No Other License Grants. No licenses will be deemed to have been granted by either Party to any of its Intellectual Property, except as expressly provided in this Agreement.

13.4 Other Property Rights. Nothing in this Agreement creates, or is intended to create, any direct or indirect interest or right of a Party in the property and assets of the other Party, except as may be separately agreed to between the Parties.

#### Article XIV

##### Representations of the Parties

14.1 Representations and Warranties by Rio. Rio represents and warrants to GCAC that: (a) it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas; (b) it has full corporate power and authority to execute, deliver, and perform this Agreement, and has taken all corporate action required by law and its organizational documents to authorize the execution and delivery of this Agreement and the



consummation of the transactions contemplated by this Agreement; (c) this Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms; (d) all consents, approvals and authorizations from all governmental authorities or other third parties required to be obtained by Rio in connection with this Agreement have been obtained; and (e) the execution and delivery of this Agreement and all other instruments and documents required to be executed pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby do not and shall not (i) conflict with or result in a breach of any provision of its organizational documents, (ii) result in a breach of any agreement to which it is a party; or (iii) violate any law or order applicable to it or its properties.

14.2 Representations and Warranties by GCAC. GCAC represents and warrants to Rio that: (a) it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Alabama; (b) it is duly qualified to transact business in and is in good standing in the State of Texas; (c) it has full corporate power and authority to execute, deliver, and perform this Agreement, and has taken all corporate action required by law and its organizational documents to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement; (c) this Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms; (d) all consents, approvals and authorizations from all governmental authorities or other third parties required to be obtained by GCAC in connection with this Agreement have been obtained; and (e) the execution and delivery of this Agreement and all other instruments and documents required to be executed pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby do not and shall not (i) conflict with or result in a breach of any provision of its organizational documents, (ii) result in a breach of any agreement to which it is a party; or (iii) violate any law or order applicable to it or its properties.

14.3 No Other Warranties. EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE XIV, (A) NO REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER IS MADE OR GIVEN BY OR ON BEHALF OF RIO OR GCAC; AND (B) ALL OTHER CONDITIONS AND WARRANTIES WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

## Article XV

### Limitation of Liabilities

15.1 Special, Indirect and Other Losses. NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS SUFFERED BY THE OTHER PARTY.

Article XVI

Miscellaneous

16.1 Assignment. This Agreement and the rights hereunder may not be assigned by a Party without the prior written consent of the other Party, which consent may be withheld in such Party's sole discretion.

16.2 Relationship of the Parties. Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture, or legal entity of any type between the Parties, or to constitute one as the agent of the other. Moreover, each Party agrees not to construe this Agreement, or any of the transactions contemplated hereby, as a partnership for tax or any other purposes. Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give any Party the power or authority to act for, bind, or commit the other.

16.3 Further Assurances. Rio and GCAC hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge and deliver any and all such other documents and take any such other action as may be reasonably necessary to carry out the intent and purposes of this Agreement.

16.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to any choice of law provisions that would result in the application of the laws of another jurisdiction.

16.5 Meeting of the Parties. Not less frequent than quarterly, the Parties shall meet to discuss and analyze the performance and strategy of the transactions hereunder.

16.6 Compliance with Law. Each Party shall perform its obligations under this Agreement in accordance with all applicable laws. No Party shall, or shall be required to, undertake any activity under or in connection with this Agreement which violates, or which it believes, in good faith, may violate, any applicable law.

16.7 Expenses. Each Party shall pay the fees and expenses of its respective lawyers and other experts and all other expenses and costs incurred by such Party incidental to the negotiation, preparation, execution and delivery of this Agreement, none of which shall be included in the determination of profits or losses or the sharing thereof.

16.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



16.9 Cumulative Remedies. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under law.

16.10 Dispute Resolution.

(a) In the event of a dispute relating to the interpretation, performance or alleged breach of this Agreement, the Parties will refer the dispute to the senior executive officers of the Parties for discussion and resolution. If the senior executive officers cannot resolve such dispute within thirty (30) days of the matter being referred to them, either Party shall agree to mediate such dispute with a mutually agreed mediator. If after such mediation the Parties are unable to resolve the dispute, either Party may be free to initiate litigation in Harris County, Texas.

(b) Notwithstanding any of the other provisions hereof, nothing herein shall limit, restrict or delay a Party's right to seek and obtain injunctive relief or specific performance from a court of competent jurisdiction in order to protect its interests without first complying with this Section 16.10(a).

16.11 Waivers and Amendments. The failure of any Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. No waiver shall be effective unless it has been given in writing and signed by the Party giving such waiver. No provision of this Agreement may be amended or modified other than by a written document signed by authorized representatives of each Party.

16.12 Force Majeure. Neither Party shall be responsible to the other for any failure or delay in performing any of its obligations under this Agreement, or for other nonperformance hereunder, if such delay or nonperformance is caused by strike, stoppage of labor, lockout or other labor trouble, fire, flood, accident, war, act of terrorism or of the government of any country or of any local government, or by cause unavoidable or beyond the control of any Party hereto, which event continues for more than one (1) month. In such event, the Party affected will use its commercially reasonable efforts to resume performance of its obligations.

16.13 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee, at the addresses set forth below (or to such other addresses as a Party may designate by notice):



If to Rio Energy International, Inc.:

5718 Westheimer  
Suite 1806  
Houston, Texas 77057  
Attn: \_\_\_\_\_

If to Gulf Coast Asphalt Company, L.L.C.:

Attention: Vice President and General Counsel  
1990 Post Oak Blvd.  
Suite 2400  
Houston, Texas 77056

16.14 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no modification or revision thereof shall have any force or effect unless the same is in writing and executed by the Parties hereto.

#### Article XVII

#### Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth in this Article:

"Affiliate" means, with respect to a Party, any Person that controls, is controlled by, or is under common control with that Party.

"Confidential Information" means all proprietary information, trade secrets and other confidential data of a financial, commercial or technical nature which the disclosing Party or any of its Affiliates has supplied or otherwise made available to the other Party or its Affiliates, whether made available orally, in writing or in electronic form.

"Insolvency Event" means, in relation to either Party, any one of the following: (a) that Party is the subject of voluntary or involuntary bankruptcy proceedings instituted on behalf of or against such Party (except for involuntary bankruptcy proceedings which are dismissed within sixty (60) days of commencement); (b) an administrative receiver, receiver and manager, interim receiver, custodian, sequestrator or similar officer is appointed in respect of that Party (collectively, the "Receiver") and that Party has not caused the underlying action or the Receiver to be dismissed within sixty (60) days after the Receiver's appointment; (c) the board of directors (or similar governing authority of such Party) has passed a resolution to wind up that Party, or such a resolution shall have been passed other than a resolution for the solvent reconstruction or reorganization of that Party; (d) a resolution shall have been passed by that Party or that Party's directors to make an application for an administration order or to appoint



an administrator; or (e) that Party makes a general assignment, composition or arrangement with or for the benefit of all or the majority of that Party's creditors, or makes, suspends or threatens to suspend making payments to all or the majority of that Party's creditors.


"Intellectual Property" means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the applicable Party and its affiliates.

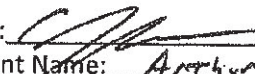
"Person" means any individual, partnership, limited liability company, firm, corporation, association, trust, unincorporated organization or other entity.

"Third Party" means any Person other than a Party or an Affiliate of a Party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their respective behalf, by their respective officers, duly authorized, in multiple originals.

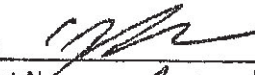
RIO ENERGY INTERNATIONAL, INC.

By:   
Print Name: William J. Ellis  
Title: PRESIDENT  
GULF COAST ASPHALT COMPANY, L.L.C.

By:   
Print Name: Arthur J. Brice  
Title: Pres / Mgr

The undersigned hereby agrees to be bound by the provisions of this Agreement relating to the WSE Vessel and the WSE Vessel Charter:

Gulf Coast Crude Gathering & Marketing, LLC

By:   
Print Name: Arthur J. Brice  
Title: Pres / Mgr

Joint Marketing Agreement

Joint Marketing Agreement (the "Agreement") made as of this \_\_ day of ~~June~~ July 2017 by and between Vitol Inc., a Delaware corporation located at 2925 Richmond Avenue, 11<sup>th</sup> Floor, Houston, Texas 77098 ("Vitol") and NewCo, a [Delaware] limited liability company located at 1990 Post Oak Blvd., Suite 2400, Houston, TX 77056 ("NewCo"). (Vitol and NewCo may be referred to individually as a "Party" or collectively, as "Parties").

[Can't be sure if an Affiliate in Asia might be conducting similar Business in the Far East, but that should not be a problem given the scope of this agreement](#)

Witnesseth:

Whereas, Vitol and NewCo wish to use their resources and expertise to jointly pursue the sourcing, purchase, blending, selling and marketing of asphalt and asphalt related products, and other products (collectively, the "Products") as mutually agreed between the Parties from time to time (collectively, the "Business"). Initially, the Parties shall pursue Business utilizing leased storage at (a) the GOTAC Terminal (the "GOTAC Terminal") located in Corpus Christi, Texas, owned and operated, as of the date hereof, by Gravity Midstream Corpus Christi, LLC ("Gravity"), and the Arc Terminal located in Mobile, Alabama (the "Mobile Terminal", and together with the GOTAC Terminal, the "Terminals"), operated by Arc Terminals Holdings LLC ("Arc"); and

[Should this have a geographic restriction? Will the Business be conducted domestically? North America? NA plus Mexico?](#)

Whereas, the Parties wish to set forth in writing their understandings and agreements;

Now, therefore, in consideration of the premises and the covenants contained herein, the Parties agree as follows:

Article I

Terminals

During the term of this Agreement, Vitol shall use its commercially reasonable efforts to:

(a) Obtain use of the assets pertaining to the current terminal services agreement between Rio Energy International, Inc. ("Rio") and Gravity at the GOTAC Terminal, upon such terms and conditions as currently exist between Rio and Gravity, or on such other terms and

conditions as the Parties shall mutually determine from time to time, or (ii) receive an assignment from Rio of such terminal services agreement.

(b) Maintain consecutive short-term subleases from Gulf Coast Asphalt Company, L.L.C. ("GCAC") of the terminalling agreement at the Mobile Terminal, upon such terms and conditions as currently exist, or as the Parties shall mutually determine from time to time.

## Article II

### Purchase of Products

Upon the prior mutual agreement of the Parties as to quantity, specifications, price and frequency of purchase, Vitol will use its commercially reasonable efforts to purchase Products for delivery to the Terminals, or such other locations as mutually agreed between the Parties, and arrange, as necessary, for the blending of the Products.

## Article III

### Sale of Products

3.1 Sale of Products. Upon the mutual agreement of the Parties as to quantity, specifications, price and identity of customer, Vitol and NewCo will each use its commercially reasonable efforts to sell Products for delivery from the Terminals.

3.2 Direct Sales by NewCo. For Products sold by NewCo directly to a customer, immediately prior to the sale by NewCo, NewCo will purchase the Products from Vitol upon such terms and conditions and price as the Parties shall mutually determine.

## Article IV

### Hedging

Vitol may maintain such hedging of the Product as the Parties may mutually determine from time to time.

## Article V

### Facility Costs and Cost Allocations



5.1 Vitol Costs. Vitol will pay all costs incurred with respect to the Terminals, including comprehensive property, casualty and liability insurance coverage as agreed by the Parties, and all costs incurred for any additional facilities or equipment acquired by Vitol during the term of this Agreement, for use in connection with this Agreement, with the consent of NewCo (the "Vitol Costs").

5.2 NewCo Costs. NewCo will pay or reimburse all costs related to the personnel directly responsible for the sourcing, purchasing, selling, blending and operations related to the Products and the Business, including all wages, salaries, benefits and other costs, including but not limited to discretionary bonuses as mutually agreed to between the Parties from time to time (the "Newco Costs"), including all salaries, wages, bonuses, employment taxes, and benefits (the "Trade Team Personnel"). The personnel shall include the Trade Team Personnel as of the date of this Agreement as set forth on Schedule A. Any changes to the Trade Team Personnel or changes to their compensation shall be mutually agreed upon between the Parties from time to time.

#### Article VI

##### (Calculation of Profits and Losses)

6.1 Costs. Costs for purposes of determining profits and losses, and the sharing of costs and profits and losses, for transactions governed by this Agreement, shall include the Vitol Costs and the NewCo Costs, and all obligations, liabilities and reasonable costs and expenses incurred by either Party, as well as taxes paid or payable, other than taxes imposed upon the income of the Parties, in connection with the Business, including letter of credit fees, cost of funds for financing the costs and purchase of Product, hedging gains and losses, direct and out-of-pocket costs incurred by either Party and mutually agreed upon between the Parties, as well as all other costs as mutually determined by the Parties. To the extent both parties agree, the book may pay incentive bonuses to Trade Team Personnel, but it is the intent of the Parties that any incentive compensation reasonable for Patrick Perugini, if any, would be paid by NewCo, at NewCo's discretion and expense.

6.2 Overhead. Except as may be mutually agreed by the Parties from time to time, costs for purposes of determining profits and losses shall not include any general overhead expenses of either Party other than the specific Vitol Costs or Newco Costs described in Section 5.2, but shall include direct, out-of-pocket expenses of either Party incurred directly as a result

Before execution of this Agreement, the Parties agree to have their respective operational and accounting personnel meet to discuss operational and accounting issues to be addressed during the term of this Agreement, and based on their discussions we can modify Articles 6 and 7 accordingly.

of pursuing the Business (e.g., asphalt industry association fees or personnel fees incurred with attending an industry conference), as mutually agreed between the Parties.

6.3 Currency. All amounts of costs, profits and losses under this Agreement, and any payments to be made, shall be calculated using U.S. Dollars.

## Article VII

### Reconciliation/Sharing of Profits and Losses/Records/Audit Rights

7.1. Monthly Payments and Reconciliation. The Parties agree that it is their intent to equally share on a fifty/fifty percent basis the profits and losses of the Business. To effect that intent, the Parties agree as follows:

(a) On the first day of each calendar month, Vitol shall reimburse NewCo for fixed costs related to the Business, such month's payments under the Arc terminalling agreement and expected Trade Team Personnel salaries, draws and related benefits/full burden (collectively, "First of Month Charges"), provided that NewCo shall invoice Vitol for First of Month Charges five business days prior to the start of such month, and if NewCo fails to invoice Vitol for First of Month Charges five business days prior to the start of such month, such payment shall not be due until five business days following invoice.

(b) No later than the 10<sup>th</sup> business day after the end of each month, (a) Vitol shall provide a draft reconciliation of the gross profit, and net profit including but not limited to the Vitol Costs and NewCo Costs to NewCo, and (b) NewCo shall provide a reconciliation of any changes to First of Month Charges previously invoiced as well as any other reconciling items, including but not limited to inspection charges, utility charges, etc., to Vitol. Parties shall seek to review such drafts and agree to final monthly reconciliations of profits and losses ("Final Reconciliation") no later than the 15<sup>th</sup> business day following the end of such month. To the extent that one Party is entitled to a payment from the other Party in order for Parties to equally share in profits or losses of the Business, or on such other basis as the Parties may mutually determine in writing from time to time, a payment shall be much to such Party from the other Party within three business days of such Final Reconciliation.

(c) To the extent that, subsequent to the Final Reconciliation, either Party finds errors or discovers previously undiscovered income or costs related to the Business, such Party may present such errors or discoveries to the other Party, and the Parties shall seek to correct any such prior Final Reconciliations and make applicable payments in a reasonable period of time.

7.2 Final Accounting. Within sixty days after the termination of this Agreement, the Parties will mutually perform a final accounting of all transactions under this Agreement (the "Final Accounting"), on the basis that the Parties are to share all costs and profits and losses equally, or on such other basis as the Parties mutually determined in writing. The Party entitled

to payment from the other based on the Final Accounting will generate and send an invoice for the amount as determined in the Final Accounting, which will be paid within three business days thereafter.

7.3 Records and Audit Rights.

(a) Each Party shall keep complete, true and accurate books and records in relation to this Agreement and the Business. Each Party will keep such books and records for at least one (1) year following the completion of the Final Accounting.

(b) Each Party may, upon written request and at its expense and no more than once per year, audit, during ordinary business hours, the books and records relating to the Business of the other Party and the correctness of any payments made or required to be made to or by such Party during such quarter, fiscal year or upon the Final Accounting, and any report, data or calculation underlying such payment (or lack thereof), pursuant to the terms of this Agreement.

(c) On a monthly basis, each Party shall provide the other with a reasonably detailed report of all costs incurred by, sales by and gross profits from sales by, such Party, with respect to transactions under this Agreement.

Article VIII

Term and Termination

8.1 Term. The initial term (the "Initial Term") of this Agreement shall commence on the date of this Agreement and shall expire on the second anniversary of the date of this Agreement. The Initial Term shall automatically renew for an additional one year terms ("Renewal Term") unless written notice is provided by the non-renewing Party at least 180 days prior to the expiration of the Renewal Term or Initial Term, as applicable, unless terminated early in accordance with 8.2.

8.2 Termination Events.

(a) In addition to the termination provisions of Section 8.1 of this Agreement, the Parties may terminate this Agreement at any time upon mutual written agreement.

(b) Either party may terminate this Agreement effective on or after the first year of the Initial Term, upon not less than ninety (90) days prior written notice to the other.

(c) ~~(b)~~ In the event of a material breach of this Agreement by a Party (the "Defaulting Party"), which is not cured within thirty (30) days after written notice from the other Party (the "Non-Defaulting Party") specifying the particulars of such breach, the Non-Defaulting Party may terminate this Agreement.

(d) ~~(e)~~ Either Party may terminate this Agreement upon written notice if an Insolvency Event occurs in relation to the other Party. In any event when a Party first becomes aware of the likely occurrence of any Insolvency Event in regard to that Party, it shall promptly so notify the other Party in sufficient time to give the other Party sufficient notice to protect its interests under this Agreement.

8.3 Effect of Termination. Upon a termination or expiration of this Agreement:

(a) All Product at the Terminals, or other mutually agreed storage facilities, as of the effective date of termination of this Agreement, will be sold at mutually agreed market price.

(b) Except in the event of a termination of this Agreement by Vitol under (i) 8.2(b) or (ii) 8.2(c):

- a. If Vitol terminates, at the termination of this Agreement, at the request of NewCo, (x) Vitol and GCAC shall terminate the Mobile Terminal sublease, leaving GCAC with possession of the Mobile Terminal agreement with Arc, and, at the request of NewCo, (y) Vitol shall assign its rights, if any, under the GOTAC Terminal agreement to NewCo, ~~whether such rights are rights between Vitol and Rio or, in the event that Rio has assigned the GOTAC terminal agreement to Vitol, Vitol shall assign such agreement to NewCo. In the event of a termination as contemplated in this subsection and an exercise of NewCo's rights herein, for a period of one year after such termination, Vitol shall comply with Section 9.1 and in connection therewith Vitol shall not compete with NewCo's activities in anyway related to the continuance of the Business after termination, except that Vitol and its affiliates may continue to operate in businesses in which it was already operating prior to such termination or Vitol will permit substitution of NewCo in place of Vitol as the party instructing Rio with respect to use of the GOTAC Terminal Agreement as it relates to this Agreement.~~

(c) In the event of a termination by Vitol under Section 8.2(b) or if terminated by NewCo other than under Section 8.2(b), at the request of Vitol NewCo shall assign any rights it may have, if any, under the Mobile Terminal agreement and the GOTAC Terminal agreement to Vitol.

(d) ~~b.~~ Notwithstanding anything to the contrary set forth above in this subsection Sections 8.2(b) or 8.2(c), if with Vitol or NewCo elects to terminate this Agreement (as applicable, the "Terminating Party"), within 10 days following delivery of NewCo's request of assignment of either or both of a request from other Party (the "Remaining Party") to the Terminating Party to assign to the Remaining Party the Mobile Terminal sublease and/or the

Made the ROFR right mutual.



GOTAC Terminal agreement, ~~Vitol~~ as applicable, the Terminating Party may elect, by providing written notice of the same to ~~NewCo~~ the Remaining Party during such 10 day period ("Sale Notice"), to elect to sell all of the rights of the Parties in the Business including all of their respective rights relating to the Mobile Terminal sublease and/or the GOTAC Terminal agreement (the "Purchased Assets") in an bona fide arms'-length transaction a third party unaffiliated with ~~Vitol~~ Terminating Party, provided that such agreement(s) in each case are transferable under the terms of such agreements. If ~~Vitol~~ Terminating Party timely provides the Sale Notice, (i) ~~Vitol~~ Terminating Party shall have 60 days from date of delivery to attempt to sell the Purchased Assets, and (ii) prior to entering into any agreements for such sale, ~~Vitol~~ Terminating Party shall give ~~NewCo~~ Remaining Party written notice of the terms of any such sale (including all details relating thereto, including purchase price, payment terms, conditions, etc. (collectively, the "Payment Terms") and offer ~~NewCo~~ Remaining Party the right to purchase ~~Vitol's~~ Terminating Party's 50% share of the Purchased Assets on such Payment Terms (less 50% of the amounts included therein), and ~~NewCo~~ Remaining Party shall have a right to the same on such terms, by providing ~~Vitol~~ Terminating Party with notice of acceptance of such offer within 20 days of delivery of the Sale Notice to ~~NewCo~~ If NewCo Remaining Party If Remaining Party delivers such acceptance notice, then within 30 days thereafter ~~Vitol~~ Terminating Party shall sell all of its rights, title and interest in and to the Purchased Assets at a time and place determined by ~~NewCo~~ Remaining Party for 50% of the Payment Terms (and otherwise on the terms and conditions thereof.. If ~~NewCo~~ Remaining Party does not provide a timely acceptance notice, ~~Vitol~~ Terminating Party may sell the Purchased Assets for a period of 60 days after the end of the period during which ~~NewCo~~ Remaining Party could have delivered an acceptance notice, but only at a purchase price that it is at least equal to the Purchase Terms. If ~~Vitol~~ Terminating Party does not complete such sale during the period referred to in the immediately preceding sentence, then ~~Vitol~~ Terminating Party shall fully comply with ~~NewCo's~~ Remaining Party's request described in the first sentence of this subsection.

~~(c) In the event of a termination by Vitol (i) 8.2(b) or 8.2(c), NewCo shall assign any rights it may have, if any, under the Mobile Terminal agreement and the GOTAC Terminal agreement to Vitol. In the event of a termination under this Section 8.3(c) and an assignment to Vitol of any agreements outlined in this paragraph, for a period of one year after such termination, NewCo agrees not to compete with Vitol's activities related to the continuance of the Business after termination.~~

[Please explain this](#)

~~(e)~~ (d)—Except as otherwise expressly provided herein, the expiration or termination of this Agreement for any reason shall not release either Party from any liability that, at the time of such expiration or termination, has already accrued to ~~the other~~ that Party or that is attributable to a period prior to such expiration or termination.

#### Article IX

Exclusivity

9.1 Exclusivity Undertaking by Vitol. During the Term of this Agreement, except in accordance with this Agreement or as agreed to by NewCo, Vitol shall not, and shall cause each of its Affiliates (which are organized within the United States), other than VALT which is already operating in lines of business related to shipping asphalt on an international basis, not to, engage (whether directly or indirectly, alone or jointly with others or whether as principal, agent, shareholder or otherwise and whether for its own benefit or that of others) in the Business, including, without limitation and by way of example only, (a) the acquisition of any interest in any company or undertaking engaged in the Business or (b) the participation in any joint venture, partnership or other business relationship which involves, or actively assists another Person in, carrying out the Business; provided, however, the foregoing shall not preclude, restrict or prohibit (i) Vitol and its applicable Affiliates from performing their respective obligations under this Agreement and any applicable Terminal Agreement and (ii) Vitol's or any of its Affiliates' purchase of a class of publicly traded equity securities of a company engaged in the Business so long as Vitol and its Affiliates do not collectively own more than five percent (5%) of such class of issued and outstanding equity securities of such publicly traded company, and so long as neither Vitol or any of its Affiliates otherwise exercise any management or control with respect to such publicly traded company

[Can't be sure if an Affiliate in Asia might be conducting similar Business in the Far East, but that should not be a problem given the scope of this agreement](#)

9.2 Exclusivity Undertaking by NewCo. During the Term of this Agreement, except in accordance with this Agreement or as agreed to in writing by Vitol, NewCo shall not, and shall cause each of its Affiliates not to, engage (whether directly or indirectly, alone or jointly with others or whether as principal, agent, shareholder or otherwise and whether for its own benefit or that of others), directly or indirectly, in the Business, including, without limitation and by way of example only, (a) the acquisition of any interest in any company or undertaking engaged in the Business or (b) the participation in any joint venture, partnership or other business relationship which involves, or actively assists another Person in, carrying out the Business; provided, however, the foregoing shall not preclude, restrict or prohibit (i) NewCo and its applicable Affiliates from performing their respective obligations under this Agreement ~~and any applicable Vessel Charter~~ or the terminalling agreement at the Mobile Terminal and (ii) NewCo's or any of its Affiliates' purchase, ~~(including ownership)~~, of a class of publicly traded equity securities of a company engaged in the Business so long as NewCo and its Affiliates do not collectively own more than five percent (5%) of such class of issued and outstanding equity securities of such publicly traded company, and so long as neither NewCo or any of its Affiliates otherwise exercise any management or control with respect to such publicly traded company.

[Please explain this](#)

Article X

FCPA

Each Party warrants to the other Party that it is familiar with the United States Foreign Corrupt Practices Act (as amended, the “FCPA”) and its purposes, including its prohibition against paying or giving anything of value, directly or indirectly, by an American company to an official of a non-U.S. government for the purpose of influencing any act or decision in his or her official capacity, inducing such official to violate his or her lawful duty, inducing such official to use his or her influence with a non-U.S. government or an instrumentality thereof to affect or influence any act of such government or instrumentality, or obtaining any improper advantage in order to assist the American company to obtain or retain business. Each Party hereto warrants to the other that it shall not undertake any acts prohibited by the FCPA.

Article XI

Confidentiality

11.1 Duty of Confidence. Each Party will maintain in confidence (and will not use to the detriment of the other Party), and will cause its respective Affiliates to maintain in confidence (and not to use to the detriment of the other Party), any written, oral or other Confidential Information obtained from the other Party in connection with this Agreement or the transactions contemplated hereby, or any Confidential Information concerning the Business, unless (a) such information becomes publicly available through no fault of such Party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consents or approvals required for the Business, or (c) the use of such information in connection with any claims by a Party under this Agreement or otherwise in respect of the Business. In the event the recipient Party is required to disclose Confidential Information of the disclosing Party by law or in connection with bona fide legal process, such disclosure shall not be a breach of this Agreement; provided that the recipient Party (i) if legally permitted, informs the disclosing Party as soon as reasonably practicable of the required disclosure; (ii) limits the disclosure to the required purpose; and (iii) at the disclosing Party’s request and expense, assists in an attempt to object to or limit the required disclosure.

11.2 Enforcement. To the fullest extent permitted by law, if a Party or any of its Affiliates breaches, or threatens to commit a breach of, Section 11.1, the other Party shall have the right and remedy to have Section 11.1 specifically enforced by any court having jurisdiction, it being acknowledged and agreed that money damages would not provide an adequate remedy in the event of a breach of Section 11.1. Nothing herein shall be construed to limit the right of a Party to collect money damages in the event of a breach of Section 11.1 by the other Party.

Article XII

### Intellectual Property

12.1 Pre-Existing Property. Except as specifically documented in writing between the Parties, all property owned by a Party (whether real or personal, Intellectual Property, tangible or intangible or any other property) shall be owned by such Party, and the other Party shall not have any ownership interest of any nature in such property.

12.2 Ownership of Inventions. All inventions, trade secrets and other Intellectual Property arising from the Parties' activities under this Agreement shall be owned as follows:

(a) All inventions, trade secrets and other Intellectual Property arising from the Parties' activities under this Agreement, including any patent applications and patents, covering such inventions, trade secrets or other Intellectual Property, made solely by employees or agents of a Party, or its affiliates, shall be owned by such Party or its respective affiliate(s).

(b) All such inventions, trade secrets or other Intellectual Property developed jointly by employees or consultants of both Parties shall be owned jointly by the Parties. Determination of inventorship shall be made in accordance with the patent laws of the United States, and any patent rights with a named inventor that is an employee or consultant of each Party will be jointly owned.

12.3 No Other License Grants. No licenses will be deemed to have been granted by either Party to any of its Intellectual Property, except as expressly provided in this Agreement.

12.4 Other Property Rights. Nothing in this Agreement creates, or is intended to create, any direct or indirect interest or right of a Party in the property and assets of the other Party, except as may be separately agreed to between the Parties.

### Article XIII

#### Representations of the Parties

13.1 Representations and Warranties by Vitol. Vitol represents and warrants to NewCo that: (a) it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas; (b) it has full corporate power and authority to execute, deliver, and perform this Agreement, and has taken all corporate action required by law and its organizational documents to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement; (c) this Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms; (d) all consents, approvals and authorizations from all governmental authorities or other third Parties~~parties~~ required to be obtained by Vitol in connection with this Agreement have been obtained; and (e) the execution and delivery of this Agreement and all other instruments and documents required to be executed pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby do not and shall not (i) conflict with or result in a



breach of any provision of its organizational documents, (ii) result in a breach of any agreement to which it, ~~or any of its Affiliates,~~ is a party; or (iii) violate any law or order applicable to it or its properties.

13.2 Representations and Warranties by NewCo. NewCo represents and warrants to Vitrol that: (a) it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of [XXXX]; (b) it is duly qualified to transact business in and is in good standing in the State of Texas; (c) it has full corporate power and authority to execute, deliver, and perform this Agreement, and has taken all corporate action required by law and its organizational documents to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement; (c) this Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms; (d) all consents, approvals and authorizations from all governmental authorities or other third ~~Parties,~~parties required to be obtained by NewCo in connection with this Agreement have been obtained; and (e) the execution and delivery of this Agreement and all other instruments and documents required to be executed pursuant to this Agreement, and the consummation of the transactions contemplated hereby and thereby do not and shall not (i) conflict with or result in a breach of any provision of its organizational documents, (ii) result in a breach of any agreement to which it is a party; or (iii) violate any law or order applicable to it or its properties.

13.3 No Other Warranties. EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE XIV, (A) NO REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER IS MADE OR GIVEN BY OR ON BEHALF OF VITROL OR NewCo; AND (B) ALL OTHER CONDITIONS AND WARRANTIES WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

#### Article XIV

##### Limitation of Liabilities

14.1 Special, Indirect and Other Losses. NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS SUFFERED BY THE OTHER PARTY.

#### Article XV

##### Miscellaneous

15.1 Assignment. This Agreement and the rights hereunder may not be assigned by a Party without the prior written consent of the other Party, which consent may be withheld in such Party's sole discretion.

15.2 Relationship of the Parties. Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture, or legal entity of any type between the Parties, or to constitute one as the agent of the other. Moreover, each Party agrees not to construe this Agreement, or any of the transactions contemplated hereby, as a partnership for tax or any other purposes. Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give any Party the power or authority to act for, bind, or commit the other.

15.3 Further Assurances. Vitol and NewCo hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge and deliver any and all such other documents and take any such other action as may be reasonably necessary to carry out the intent and purposes of this Agreement.

15.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to any choice of law provisions that would result in the application of the laws of another jurisdiction.

15.5 Meeting of the Parties. Not less frequent than quarterly, the Parties shall meet to discuss and analyze the performance and strategy of the transactions hereunder.

15.6 Compliance with Law. Each Party shall perform its obligations under this Agreement in accordance with all applicable laws. No Party shall, or shall be required to, undertake any activity under or in connection with this Agreement which violates, or which it believes, in good faith, may violate, any applicable law.

15.7 Expenses. Each Party shall pay the fees and expenses of its respective lawyers and other experts and all other expenses and costs incurred by such Party incidental to the negotiation, preparation, execution and delivery of this Agreement, none of which shall be included in the determination of profits or losses or the sharing thereof.

15.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.9 Cumulative Remedies. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under law.

15.10 Dispute Resolution.

(a) In the event of a dispute relating to the interpretation, performance or alleged breach of [this Agreement, or in any way relating to, arising out of, or in connection with](#) this Agreement, the Parties will refer the dispute to the senior executive officers of the Parties for discussion and resolution. If the senior executive officers cannot resolve such dispute within

thirty (30) days of the matter being referred to them, either Party may request to mediate such dispute through a one-day mediation with a mutually agreed mediator. If the dispute is not settled through mediation (if any), either Party may initiate litigation in Harris County, Texas, to whose jurisdiction the Parties hereby subject themselves. In any such proceeding the Parties hereby waive any objection to forum including, without limitation, any objection based on lack of personal jurisdiction, improper venue, or inconvenient forum. **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.**

(b) Notwithstanding any of the other provisions hereof, nothing herein shall limit, restrict or delay a Party's right to seek and obtain injunctive relief or specific performance from a court of competent jurisdiction in order to protect its interests without first complying with this Section 15.10(a).

15.11 Waivers and Amendments. The failure of any Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. No waiver shall be effective unless it has been given in writing and signed by the Party giving such waiver. No provision of this Agreement may be amended or modified other than by a written document signed by authorized representatives of each Party.

15.12 Force Majeure. Neither Party shall be responsible to the other for any failure or delay in performing any of its obligations under this Agreement, or for other nonperformance hereunder, if such delay or nonperformance is caused by strike, stoppage of labor, lockout or other labor trouble, fire, flood, accident, war, act of terrorism or of the government of any country or of any local government, or by cause unavoidable or beyond the control of any Party hereto. In such event, the Party affected will use its commercially reasonable efforts to resume performance of its obligations.

15.13 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee, at the addresses set forth below (or to such other addresses as a Party may designate by notice):

If to Vitol Inc.:

2925 Richmond Avenue, 11<sup>th</sup> Floor  
Houston, Texas 77098

Attn: \_\_\_\_\_

Attn: Contract Administration

With a copy sent to Vitol Inc., Attn: General Counsel

If to NewCo:

Attention: Chief Financial Officer  
1990 Post Oak Blvd., Suite 2400  
Houston, Texas 77056

With a copy to:  
Steven Canner  
Baker & McKenzie LLP  
425 Fifth Avenue  
New York, NY 10018

15.14 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no modification or revision thereof shall have any force or effect unless the same is in writing and executed by the Parties hereto.

15.15 Survival. Sections 8.3(b), ~~8.3(c)~~, 9.1, 9.2, 10, ~~and~~ 11.1, 14.1, and 15.10 shall survive the termination of this Agreement.

#### Article XVII

#### Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth in this Article:

“Affiliate” means, with respect to a Party, any Person that controls, is controlled by, or is under common control with that Party. Control means the ownership, directly or indirectly, of more than 50% of the shares or the rights of voting authority in a company, partnership or other legal entity.

“Confidential Information” means all proprietary information, trade secrets and other confidential data of a financial, commercial or technical nature which the disclosing Party or any of its Affiliates has supplied or otherwise made available to the other Party or its Affiliates, whether made available orally, in writing or in electronic form.

“Insolvency Event” means, in relation to either Party, any one of the following: (a) that Party is the subject of voluntary or involuntary bankruptcy proceedings instituted on behalf of or against such Party (except for involuntary bankruptcy proceedings which are dismissed within sixty (60) days of commencement); (b) an administrative receiver, receiver and manager, interim receiver, custodian, sequestrator or similar officer is appointed in respect of that Party (collectively, the “Receiver”) and that Party has not caused the underlying action or the Receiver to be dismissed within sixty (60) days after the Receiver’s appointment; (c) the board of directors (or similar governing authority of such Party) has passed a resolution to wind up that Party, or such a resolution shall have been passed other than a resolution for the solvent reconstruction or

reorganization of that Party; (d) a resolution shall have been passed by that Party or that Party's directors to make an application for an administration order or to appoint an administrator; or (e) that Party makes a general assignment, composition or arrangement with or for the benefit of all or the majority of that Party's creditors, or makes, suspends or threatens to suspend making payments to all or the majority of that Party's creditors.

"Intellectual Property" means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the applicable Party and its affiliates.

"Person" means any individual, partnership, limited liability company, firm, corporation, association, trust, unincorporated organization or other entity.

"Third Party" means any Person other than a Party or an Affiliate of a Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their respective behalf, by their respective officers, duly authorized, in multiple originals.

VITOL INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NEWCO

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED FOR THE SOLE PURPOSE OF SECTION 1(b):

GULF COAST ASPHALT COMPANY, L.L.C.

By: \_\_\_\_\_  
Name: Arthur J. Brass  
Title: President and Manager



Schedule A  
Trade Team Personnel

<b>Summary report:</b>	
<b>Litéra® Change-Pro TDC 10.0.0.27 Document comparison done on 7/13/2017 3:01:05 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> Vitol JSMA NewCo Draft Jun 20 2017 Sent to Vitol Jun 20 2017.docx	
<b>Modified filename:</b> GCAC Vitol JSMA draft 7-12-2017.docx	
<b>Changes:</b>	
<u>Add</u>	49
<del>Delete</del>	48
<del>Move From</del>	2
<u>Move To</u>	2
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>101</b>

[illegible]

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	2013-76	2013-77	2013-78	2013-79	2013-80	2013-81	2013-82	2013-83	2013-84	2013-85	2013-86	2013-87	2013-88	2013-89	2013-90	2013-91	2013-92	2013-93	2013-94	2013-95	2013-96	2013-97	2013-98	2013-99	2014-00	2014-01	2014-02	2014-03	2014-04	2014-05	2014-06	2014-07	2014-08	2014-09	2014-10	2014-11	2014-12	2014-13	2014-14	2014-15	2014-16	2014-17	2014-18	2014-19	2014-20	2014-21	2014-22	2014-23	2014-24	2014-25	2014-26	2014-27	2014-28	2014-29	2014-30	2014-31	2014-32	2014-33	2014-34	2014-35	2014-36	2014-37	2014-38	2014-39	2014-40	2014-41	2014-42	2014-43	2014-44	2014-45	2014-46	2014-47	2014-48	2014-49	2014-50	2014-51	2014-52	2014-53	2014-54	2014-55	2014-56	2014-57	2014-58	2014-59	2014-60	2014-61	2014-62	2014-63	2014-64	2014-65	2014-66	2014-67	2014-68	2014-69	2014-70	2014-71	2014-72	2014-73	2014-74	2014-75	2014-76	2014-77	2014-78	2014-79	2014-80	2014-81	2014-82	2014-83	2014-84	2014-85	2014-86	2014-87	2014-88	2014-89	2014-90	2014-91	2014-92	2014-93	2014-94	2014-95	2014-96	2014-97	2014-98	2014-99	2015-00	2015-01	2015-02	2015-03	2015-04	2015-05	2015-06	2015-07	2015-08	2015-09	2015-10	2015-11	2015-12	2015-13	2015-14	2015-15	2015-16	2015-17	2015-18	2015-19	2015-20	2015-21	2015-22	2015-23	2015-24	2015-25	2015-26	2015-27	2015-28	2015-29	2015-30	2015-31	2015-32	2015-33	2015-34	2015-35	2015-36	2015-37	2015-38	2015-39	2015-40	2015-41	2015-42	2015-43	2015-44	2015-45	2015-46	2015-47	2015-48	2015-49	2015-50	2015-51	2015-52	2015-53	2015-54	2015-55	2015-56	2015-57	2015-58	2015-59	2015-60	2015-61	2015-62	2015-63	2015-64	2015-65	2015-66	2015-67	2015-68	2015-69	2015-70	2015-71	2015-72	2015-73	2015-74	2015-75	2015-76	2015-77	2015-78	2015-79	2015-80	2015-81	2015-82	2015-83	2015-84	2015-85	2015-86	2015-87	2015-88	2015-89	2015-90	2015-91	2015-92	2015-93	2015-94	2015-95	2015-96	2015-97	2015-98	2015-99	2016-00	2016-01	2016-02	2016-03	2016-04	2016-05	2016-06	2016-07	2016-08	2016-09	2016-10	2016-11	2016-12	2016-13	2016-14	2016-15	2016-16	2016-17	2016-18	2016-19	2016-20	2016-21	2016-22	2016-23	2016-24	2016-25	2016-26	2016-27	2016-28	2016-29	2016-30	2016-31	2016-32	2016-33	2016-34	2016-35	2016-36	2016-37	2016-38	2016-39	2016-40	2016-41	2016-42	2016-43	2016-44	2016-45	2016-46	2016-47	2016-48	2016-49	2016-50	2016-51	2016-52	2016-53	2016-54	2016-55	2016-56	2016-57	2016-58	2016-59	2016-60	2016-61	2016-62	2016-63	2016-64	2016-65	2016-66	2016-67	2016-68	2016-69	2016-70	2016-71	2016-72	2016-73	2016-74	2016-75	2016-76	2016-77	2016-78	2016-79	2016-80	2016-81	2016-82	2016-83	2016-84	2016-85	2016-86	2016-87	2016-88	2016-89	2016-90	2016-91	2016-92	2016-93	2016-94	2016-95	2016-96	2016-97	2016-98	2016-99	2017-00	2017-01	2017-02	2017-03	2017-04	2017-05	2017-06	2017-07	2017-08	2017-09	2017-10	2017-11	2017-12	2017-13	2017-14	2017-15	2017-16	2017-17	2017-18	2017-19	2017-20	2017-21	2017-22	2017-23	2017-24	2017-25	2017-26	2017-27	2017-28	2017-29	2017-30	2017-31	2017-32	2017-33	2017-34	2017-35	2017-36	2017-37	2017-38	2017-39	2017-40	2017-41	2017-42	2017-43	2017-44	2017-45	2017-46	2017-47	2017-48	2017-49	2017-50	2017-51	2017-52	2017-53	2017-54	2017-55	2017-56	2017-57	2017-58	2017-59	2017-60	2017-61	2017-62	2017-63	2017-64	2017-65	2017-66	2017-67	2017-68	2017-69	2017-70	2017-71	2017-72	2017-73	2017-74	2017-75	2017-76	2017-77	2017-78	2017-79	2017-80	2017-81	20
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[illegible][illegible]

GSCC 2016 Summary	
1. Total number of GSCC cases	2
2. Number of cases with a confirmed diagnosis of GSCC	2
3. Number of cases with a confirmed diagnosis of GSCC (by site)	2
4. Number of cases with a confirmed diagnosis of GSCC (by histology)	2
5. Number of cases with a confirmed diagnosis of GSCC (by stage)	2
6. Number of cases with a confirmed diagnosis of GSCC (by treatment)	2
7. Number of cases with a confirmed diagnosis of GSCC (by outcome)	2
8. Number of cases with a confirmed diagnosis of GSCC (by follow-up)	2
9. Number of cases with a confirmed diagnosis of GSCC (by referral source)	2
10. Number of cases with a confirmed diagnosis of GSCC (by referral date)	2
11. Number of cases with a confirmed diagnosis of GSCC (by referral time)	2
12. Number of cases with a confirmed diagnosis of GSCC (by referral location)	2
13. Number of cases with a confirmed diagnosis of GSCC (by referral method)	2
14. Number of cases with a confirmed diagnosis of GSCC (by referral duration)	2
15. Number of cases with a confirmed diagnosis of GSCC (by referral frequency)	2
16. Number of cases with a confirmed diagnosis of GSCC (by referral volume)	2
17. Number of cases with a confirmed diagnosis of GSCC (by referral quality)	2
18. Number of cases with a confirmed diagnosis of GSCC (by referral satisfaction)	2
19. Number of cases with a confirmed diagnosis of GSCC (by referral feedback)	2
20. Number of cases with a confirmed diagnosis of GSCC (by referral improvement)	2
21. Number of cases with a confirmed diagnosis of GSCC (by referral innovation)	2
22. Number of cases with a confirmed diagnosis of GSCC (by referral leadership)	2
23. Number of cases with a confirmed diagnosis of GSCC (by referral vision)	2
24. Number of cases with a confirmed diagnosis of GSCC (by referral mission)	2
25. Number of cases with a confirmed diagnosis of GSCC (by referral values)	2
26. Number of cases with a confirmed diagnosis of GSCC (by referral culture)	2
27. Number of cases with a confirmed diagnosis of GSCC (by referral climate)	2
28. Number of cases with a confirmed diagnosis of GSCC (by referral community)	2
29. Number of cases with a confirmed diagnosis of GSCC (by referral partnership)	2
30. Number of cases with a confirmed diagnosis of GSCC (by referral collaboration)	2
31. Number of cases with a confirmed diagnosis of GSCC (by referral communication)	2
32. Number of cases with a confirmed diagnosis of GSCC (by referral coordination)	2
33. Number of cases with a confirmed diagnosis of GSCC (by referral cooperation)	2
34. Number of cases with a confirmed diagnosis of GSCC (by referral support)	2
35. Number of cases with a confirmed diagnosis of GSCC (by referral assistance)	2
36. Number of cases with a confirmed diagnosis of GSCC (by referral guidance)	2
37. Number of cases with a confirmed diagnosis of GSCC (by referral supervision)	2
38. Number of cases with a confirmed diagnosis of GSCC (by referral management)	2
39. Number of cases with a confirmed diagnosis of GSCC (by referral administration)	2
40. Number of cases with a confirmed diagnosis of GSCC (by referral organization)	2
41. Number of cases with a confirmed diagnosis of GSCC (by referral structure)	2
42. Number of cases with a confirmed diagnosis of GSCC (by referral system)	2
43. Number of cases with a confirmed diagnosis of GSCC (by referral process)	2
44. Number of cases with a confirmed diagnosis of GSCC (by referral procedure)	2
45. Number of cases with a confirmed diagnosis of GSCC (by referral protocol)	2
46. Number of cases with a confirmed diagnosis of GSCC (by referral policy)	2
47. Number of cases with a confirmed diagnosis of GSCC (by referral plan)	2
48. Number of cases with a confirmed diagnosis of GSCC (by referral strategy)	2
49. Number of cases with a confirmed diagnosis of GSCC (by referral tactic)	2
50. Number of cases with a confirmed diagnosis of GSCC (by referral technique)	2
51. Number of cases with a confirmed diagnosis of GSCC (by referral method)	2
52. Number of cases with a confirmed diagnosis of GSCC (by referral approach)	2
53. Number of cases with a confirmed diagnosis of GSCC (by referral style)	2
54. Number of cases with a confirmed diagnosis of GSCC (by referral manner)	2
55. Number of cases with a confirmed diagnosis of GSCC (by referral mode)	2
56. Number of cases with a confirmed diagnosis of GSCC (by referral type)	2
57. Number of cases with a confirmed diagnosis of GSCC (by referral form)	2
58. Number of cases with a confirmed diagnosis of GSCC (by referral shape)	2
59. Number of cases with a confirmed diagnosis of GSCC (by referral size)	2
60. Number of cases with a confirmed diagnosis of GSCC (by referral weight)	2
61. Number of cases with a confirmed diagnosis of GSCC (by referral height)	2
62. Number of cases with a confirmed diagnosis of GSCC (by referral length)	2
63. Number of cases with a confirmed diagnosis of GSCC (by referral width)	2
64. Number of cases with a confirmed diagnosis of GSCC (by referral depth)	2
65. Number of cases with a confirmed diagnosis of GSCC (by referral surface)	2
66. Number of cases with a confirmed diagnosis of GSCC (by referral volume)	2
67. Number of cases with a confirmed diagnosis of GSCC (by referral mass)	2
68. Number of cases with a confirmed diagnosis of GSCC (by referral density)	2
69. Number of cases with a confirmed diagnosis of GSCC (by referral pressure)	2
70. Number of cases with a confirmed diagnosis of GSCC (by referral force)	2
71. Number of cases with a confirmed diagnosis of GSCC (by referral energy)	2
72. Number of cases with a confirmed diagnosis of GSCC (by referral power)	2
73. Number of cases with a confirmed diagnosis of GSCC (by referral intensity)	2
74. Number of cases with a confirmed diagnosis of GSCC (by referral brightness)	2
75. Number of cases with a confirmed diagnosis of GSCC (by referral color)	2
76. Number of cases with a confirmed diagnosis of GSCC (by referral sound)	2
77. Number of cases with a confirmed diagnosis of GSCC (by referral smell)	2
78. Number of cases with a confirmed diagnosis of GSCC (by referral taste)	2
79. Number of cases with a confirmed diagnosis of GSCC (by referral touch)	2
80. Number of cases with a confirmed diagnosis of GSCC (by referral feel)	2
81. Number of cases with a confirmed diagnosis of GSCC (by referral look)	2
82. Number of cases with a confirmed diagnosis of GSCC (by referral sound)	2
83. Number of cases with a confirmed diagnosis of GSCC (by referral smell)	2
84. Number of cases with a confirmed diagnosis of GSCC (by referral taste)	2
85. Number of cases with a confirmed diagnosis of GSCC (by referral touch)	2
86. Number of cases with a confirmed diagnosis of GSCC (by referral feel)	2
87. Number of cases with a confirmed diagnosis of GSCC (by referral look)	2
88. Number of cases with a confirmed diagnosis of GSCC (by referral sound)	2
89. Number of cases with a confirmed diagnosis of GSCC (by referral smell)	2
90. Number of cases with a confirmed diagnosis of GSCC (by referral taste)	2
91. Number of cases with a confirmed diagnosis of GSCC (by referral touch)	2
92. Number of cases with a confirmed diagnosis of GSCC (by referral feel)	2
93. Number of cases with a confirmed diagnosis of GSCC (by referral look)	2
94. Number of cases with a confirmed diagnosis of GSCC (by referral sound)	2
95. Number of cases with a confirmed diagnosis of GSCC (by referral smell)	2
96. Number of cases with a confirmed diagnosis of GSCC (by referral taste)	2
97. Number of cases with a confirmed diagnosis of GSCC (by referral touch)	2
98. Number of cases with a confirmed diagnosis of GSCC (by referral feel)	2
99. Number of cases with a confirmed diagnosis of GSCC (by referral look)	2
100. Number of cases with a confirmed diagnosis of GSCC (by referral sound)	2



## GCAC - Hedge 2007802 Purchases/Sales

Recon #	POSI	DATE_CREATE	B_OR_S	EXEC_ID	DEAL_STAT	PERD_COD	TRADE_TYF	MTRX_COC	HEDGE_GR	PROD_COC	VITOL_ORC	COUNTER_C	COUNTER_ORG	UNIT_FULL_NAME
1	3105432	30-Jun-17	B	1844757	OPE		FU	2007802	HSFO	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
5	3114301	12-Jul-17	B	1845012	REA		FU	2007802	VTB	VIC	CITGO	CITGO PETROLEUM CORPORATION		
3	3114211	12-Jul-17	B	1834559	REA		FU	2007802	HSFO	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
10	3122201	20-Jul-17	B	1845090	OPE		FU	2007802	VTB	VIC	EXXONMO	EXXONMOBIL OIL CORPORATION		
9	3122695	21-Jul-17	B	1845083	REA		FU	2007802	VTB	VIC	P66CO	PHILLIPS 66 COMPANY		
1	3105432	21-Jul-17	B	1844757	OPE		FU	2007802	HSFO	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
1	3105432	21-Jul-17	B	1844757	OPE		FU	2007802	HSFO	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
1	3105432	21-Jul-17	B	1844757	OPE		FU	2007802	HSFO	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
	3126644	25-Jul-17	B				FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
	3126641	25-Jul-17	B				FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
	3126637	25-Jul-17	B				FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
2	3126632	25-Jul-17	B				FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
11	3126576	25-Jul-17	B	1853922	REA		FU	2007802	VTB	VIC	CITGO	CITGO PETROLEUM CORPORATION		
	3130672	28-Jul-17	B				FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
6	3143573	10-Aug-17	B	1845058	OPE		FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
12	3147123	15-Aug-17	B	1866853	OPE		FU	2007802	PG6722	VIC	HUNT REF	HUNT REFINING COMPANY		
16	3151012	18-Aug-17	B				FU	2007802	VTB	VIC	P66CO	PHILLIPS 66 COMPANY		
17	3158929	25-Aug-17	B				FU	2007802	VTB	VIC	GCAC	GULF COAST ASPHALT COMPANY, L.L.C.		
18	3161097	29-Aug-17	B	1877681	OPE		FU	2007802	PG6722	VIC	HUNT REF	HUNT REFINING COMPANY		
21	3187254	25-Sep-17	B				FU	2007802	HSFO	VIC	EXXONMO	EXXONMOBIL OIL CORPORATION		
TOTAL BARRELS PURCHASED														
3	3105629	30-Jun-17	S	1834559	REA		FU	2007802	HSFO	VIC	INVERTIT	INVERSIONES TITANIO SRL		
3	3114206	12-Jul-17	S				FU	2007802	HSFO	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		
6	3122729	21-Jul-17	S	1845058	OPE		FU	2007802	VTB	VIC	CENTERMI	CENTURY TERMINALS, LLC		
5	3126645	25-Jul-17	S	1845012	REA		FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.		

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10	3126642	25-Jul-17	S	1845090	OPE	17-Jul	PHY	FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.
9	3126639	25-Jul-17	S	1845083	REA	17-Jul	PHY	FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.
4	3126634	25-Jul-17	S			17-Aug	PHY	FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.
7	3126629	25-Jul-17	S			17-Aug	PHY	FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.
7	3126629	25-Jul-17	S			17-Aug	PHY	FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.
8	3126626	25-Jul-17	S			17-Aug	PHY	FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.
11	3130669	28-Jul-17	S	1853922	REA	17-Jul	PHY	FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.
6	3143691	10-Aug-17	S	1845058	OPE	17-Jul	PHY	FU	2007802	VTB	VIC	GENESMAF GENESIS MARINE, LLC	
14	3143612	10-Aug-17	S			17-Aug	PHY	FU	2007802	PG64/22	VIC	GCAC	GULF COAST ASPHALT COMPANY, L.L.C.
13	3143606	10-Aug-17	S			17-Aug	PHY	FU	2007802	PG64/22	VIC	GCAC	GULF COAST ASPHALT COMPANY, L.L.C.
6	3143562	10-Aug-17	S	1845058	OPE	17-Jul	PHY	FU	2007802	VTB	VIC	RIO ENER	RIO ENERGY INTERNATIONAL, INC.
15	3147126	15-Aug-17	S			17-Aug	PHY	FU	2007802	PG6722	VIC	GCAC	GULF COAST ASPHALT COMPANY, L.L.C.
19	3178452	15-Sep-17	S			17-Sep	PHY	FU	2007802	ASP40/60	VIC	GCAC	GULF COAST ASPHALT COMPANY, L.L.C.
21	3185561	22-Sep-17	S			17-Oct	PHY	FU	2007802	HSFO	VIC	GCAC	GULF COAST ASPHALT COMPANY, L.L.C.
TOTAL BARRELS SOLD													

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QTY	QTY_UOM	Quantity in BBLs	QTY_STAT	ACT_TITLE_CURR_PRICE	BEST_EST_STATUS_CC	FORMULA_SHORT_DESC	CONT_DATE	CONT_BROSUB_MTRX	OPT_STRIK
107,999.31	BBL	107,999.31	2AP	APP	43.77	FPR	f_no6 3.0 usgc water low -0.3	30-Jun-17	FBP
55,871.29	BBL	55,871.29	2AP	APP	31.4	FPR	f_no6 3.0 usgc water low -13.0	12-Jul-17	MARKET
5,415.49	MTA	33,108.38	2AP	APP	235	FIP		235	FBP
39,309.86	BBL	39,309.86	2AP	APP	38.617	FPR	f_no6 3.0 usgc water mean -6.5	20-Jul-17	MARKET
40,832.12	BBL	40,832.12	2AP	APP	41	FIP		41	FBP
124,011.04	BBL	124,011.04	2AP	APP	43.77	FPR	f_no6 3.0 usgc water low -0.3	30-Jun-17	FBP
37,772.64	BBL	37,772.64	2AP	APP	43.77	FPR	f_no6 3.0 usgc water low -0.3	30-Jun-17	FBP
38,059.40	BBL	38,059.40	2AP	APP	43.77	FPR	f_no6 3.0 usgc water low -0.3	30-Jun-17	FBP
60,000.00	BBL	60,000.00	PLA	UNK	43.77	FIP		43.77	FBP
40,000.00	BBL	40,000.00	PLA	UNK	43.77	FIP		43.77	FBP
38,000.00	BBL	38,000.00	PLA	UNK	43.77	FIP		43.77	FBP
3,761.00	BBL	3,761.00	PLA	UNK	1	FIP		1	FBP
25,231.92	BBL	25,231.92	2AP	APP	32.56667	FPR	f_no6 3.0 usgc water low -14.0	25-Jul-17	MARKET
25,000.00	BBL	25,000.00	PLA	UNK	43.77	FIP		43.77	FBP
32,411.04	BBL	32,411.04	2AP	APP	43.77	FIP		43.77	FBP
4,544.58	STS	25,065.08	2AP	APP	246.9999	FIP		247	FBP
40,000.00	BBL	40,000.00	PLA	UNK	255	FIP		255	FBP
5,000.00	MTA	32,000.00	PLA	UNK	267.5	FIP		267.5	FBP
5,707.28	STS	31,362.35	2AP	APP	240.0001	FIP		240	FBP
80,000.00	BBL	80,000.00	PLA	UNK	40.655	UNP	f_no6 3.0 usgc water mean -8.0	25-Sep-17	MARKET
		909,795.43							
5,415.49	MTA	33,108.38	2AP	APP	240.54	USD / STS	235.000 +1.0	30-Jun-17	FBP
33,108.00	BBL	33,108.00	1AP	PLA	235.00	USD / STS		235	FBP
5,896.75	STS	32,665.07	2AP	APP	225.00	USD / STS		225	FBP
55,871.29	BBL	55,871.29	2AP	APP	43.77	USD / BBL		43.77	FBP

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39,309.86 BBL	39,309.86 ZAP	APP	43.770 USD / BBL	43.77 FIP	43.77	25-Jul-17	FBP
40,832.12 BBL	40,832.12 ZAP	APP	43.770 USD / BBL	43.77 FIP	43.77	25-Jul-17	FBP
5,150.00 MTA	32,960.00 PLA	UNK	242.00 USD / STS	242 FIP	242	25-Jul-17	FBP
1,000.00 MTA	6,400.00 PLA	UNK	236.00 USD / STS	236 FIP	236	25-Jul-17	FBP
4,000.00 MTA	25,600.00 PLA	UNK	236.00 USD / STS	236 FIP	236	25-Jul-17	FBP
35,000.00 BBL	35,000.00 PLA	UNK	275.00 USD / STS	275 FIP	275	25-Jul-17	FBP
25,231.92 BBL	25,231.92 ZAP	APP	43.770 USD / BBL	43.77 FIP	43.77	28-Jul-17	FBP
1,434.00 BBL	1,434.00 PLA	PLA	43.770 USD / BBL	43.77 FIP	43.77	10-Aug-17	FBP
35,000.00 BBL	35,000.00 PLA	UNK	245.00 USD / MTA	245 FIP	245	10-Aug-17	FBP
30,500.00 BBL	30,500.00 PLA	UNK	44.000 USD / BBL	44 FIP	44	10-Aug-17	FBP
32,411.04 BBL	32,411.04 ZAP	APP	43.770 USD / BBL	43.77 FIP	43.77	10-Aug-17	FBP
35,000.00 BBL	35,000.00 PLA	UNK	249.00 USD / MTA	249 FIP	249	15-Aug-17	FBP
28,000.00 BBL	28,000.00 PLA	UNK	250.00 USD / MTA	250 FIP	250	15-Sep-17	FBP
75,000.00 BBL	75,000.00 PLA	UNK	285.00 USD / MTA	285 FIP	285	22-Sep-17	FBP
<b>597,431.68</b>							

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VESSEL_NA INCO_COD LOC_DESC		LOC_DESC_PIPELINE_C CONT_LAYC/CONT_LAYCAN CYCLE_CON TRANSPOR MOVEMEN POS_ACT_1 POS_ACT_1 ANTICIPATI CONT_TYP									
IN TANK TR FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	1-Jul-17	1-Jul-17	BAR	B/L	1-Jul-17	PHY			
TANK TRANS DAT	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	12-Jul-17	14-Jul-17	TNK	COD	15-Jul-17	PHY			
ASPHALT S STS	DOMINICAN REP.	DOMINICAN REP.	5-Jul-17	15-Jul-17	BAR	B/L	4-Jul-17	PHY			
TBN DES	MOBILE, AL	MOBILE, AL	23-Jul-17	26-Jul-17	BAR	COD	25-Jul-17	PHY			
TBN DES	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	20-Jul-17	30-Jul-17	BAR	COD	30-Jul-17	PHY			
IN TANK TR FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	1-Jul-17	1-Jul-17	BAR	B/L	1-Jul-17	PHY			
IN TANK TR FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	1-Jul-17	1-Jul-17	BAR	B/L	8-Jul-17	PHY			
IN TANK TR FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	1-Jul-17	1-Jul-17	BAR	B/L	6-Jul-17	PHY			
FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	1-Aug-17	1-Aug-17	BAR	B/L		PHY			
FOB	ALABAMA	ALABAMA	1-Aug-17	1-Aug-17	BAR	B/L		PHY			
FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	1-Aug-17	1-Aug-17	BAR	B/L		PHY			
FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	1-Aug-17	1-Aug-17	BAR	B/L		PHY			
BARGE FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	26-Jul-17	28-Jul-17	TNK	B/L	27-Jul-17	PHY			
FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	1-Aug-17	1-Aug-17	BAR	B/L		PHY			
B/GENESIS FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	14-Jul-17	14-Jul-17	BAR	B/L	14-Jul-17	PHY			
BARGE FOB	MOBILE, AL	MOBILE, AL	16-Aug-17	18-Aug-17	BAR	B/L	17-Aug-17	PHY			
DES	CORPUS CHRISTI, TX		16-Aug-17	14-Sep-17	BAR	COD		PHY			
DES	CORPUS CHRISTI, TX		28-Aug-17	10-Sep-17	BAR	COD		PHY			
BARGE DES	MOBILE, AL	MOBILE, AL	30-Aug-17	1-Sep-17	BAR	COD	3-Sep-17	PHY			
FOB	PORT ALLEN, LA		10-Oct-17	20-Oct-17	BAR	B/L		PHY			
ASPHALT S DES	SANTO DOMINGO	SANTO DOMINGO	6-Jul-17	8-Jul-17	BAR	COD	12-Jul-17	PHY			
FOB	MOBILE, AL	MOBILE, AL	1-Aug-17	1-Aug-17	BAR	B/L	1-Aug-17	PHY			
B/GENESIS DES	CHANNELVIEW, TEXAS	CHANNELVIEW, TEXAS	16-Jul-17	17-Jul-17	BAR	COD	18-Jul-17	PHY			
TANK TRANS FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	21-Jul-17	21-Jul-17	BAR	B/L	15-Jul-17	PHY			

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TBN	DAP	ALABAMA	ALABAMA	21-Jul-17	21-Jul-17	21-Jul-17	BAR	COD	21-Jul-17	PHY
TBN	FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	21-Jul-17	21-Jul-17	21-Jul-17	BAR	B/L	21-Jul-17	PHY
	FOB	ALABAMA	ALABAMA	1-Aug-17	1-Aug-17	1-Aug-17	BAR	B/L		PHY
	FOB	ALABAMA	ALABAMA	1-Aug-17	1-Aug-17	1-Aug-17	BAR	B/L		PHY
	FOB	ALABAMA	ALABAMA	1-Aug-17	1-Aug-17	1-Aug-17	BAR	B/L		PHY
	DES	ALABAMA	ALABAMA	1-Aug-17	1-Aug-17	1-Aug-17	BAR	COD		PHY
BARGE	FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	26-Jul-17	28-Jul-17	28-Jul-17	BAR	B/L	27-Jul-17	PHY
B/GENESIS	FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	14-Jul-17	14-Jul-17	14-Jul-17	BAR	B/L	14-Jul-17	PHY
	FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	28-Aug-17	30-Aug-17	30-Aug-17		B/L		PHY
	FOB	MOBILE, AL	MOBILE, AL	11-Aug-17	13-Aug-17	13-Aug-17		B/L		PHY
B/GENESIS	FOB	CORPUS CHRISTI, TX	CORPUS CHRISTI, TX	14-Jul-17	14-Jul-17	14-Jul-17	BAR	B/L	14-Jul-17	PHY
	FOB	MOBILE, AL	MOBILE, AL	28-Aug-17	30-Aug-17	30-Aug-17	BAR	B/L		PHY
	FOB	MOBILE, AL	MOBILE, AL	25-Sep-17	30-Sep-17	30-Sep-17		B/L		PHY
	DAP	BALTIMORE, MD	BALTIMORE, MD	20-Oct-17	25-Oct-17	25-Oct-17		COD		PHY

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CONT_CLA'BOOKING_BOOKING_PARENT_C'TERMINAL_NB_PRICE_NB_PRICE_QTY_BIS_QTY_BIS_U_RIN_NUMEPT_COMM_ADV_EXEC_CF_EXPOSECF_EXPOSEMTM_EXPMITM_EXP									
EXT	N	RIO ENER	43.77 BBL	107999.3 BBL				3 working cEJK	
EXT	N	PDVSA	31.4 BBL	55871.29 BBL				3 working cEJK	
EXT	N	RIO ENER	235 STS	33108.38 BBL				3 working cEJK	
EXT	N	EXXONMOB	38.617 BBL	39309.86 BBL				3 working cEJK	
EXT	N	PHILL66	41 BBL	40832.12 BBL				3 working cEJK	
EXT	N	RIO ENER	43.77 BBL	124011 BBL				3 working cEJK	
EXT	N	RIO ENER	43.77 BBL	37772.64 BBL				3 working cEJK	
EXT	N	RIO ENER	43.77 BBL	38059.4 BBL				3 working cEJK	
EXT	N	RIO ENER	43.77 BBL	60000 BBL				3 working cEJK	
EXT	N	RIO ENER	43.77 BBL	40000 BBL				3 working cLRA	
EXT	N	RIO ENER	43.77 BBL	38000 BBL				3 working cEJK	
EXT	N	RIO ENER	1 BBL	3761 BBL				3 working cEJK	
EXT	N	PDVSA	32.567 BBL	25231.92 BBL				3 working cEJK	
EXT	N	RIO ENER	43.77 BBL	25000 BBL				3 working cEJK	
EXT	N	RIO ENER	43.77 BBL	32411.04 BBL				3 working cMRR	
EXT	N	HUNT REF	247 STS	25065.08 BBL				3 working cEJK	
EXT	N	PHILL66	255 STS	40000 BBL				3 working cEJK	
EXT	N	GCAC	267.5 MTA	32000 BBL				5 working cEJK	
EXT	N	HUNT REF	240 STS	31362.35 BBL				3 working cEJK	
EXT	N	EXXONMOB	40.655 BBL	80000 BBL				3 working cEJK	
EXT	N	INVERTIT	240.54 STS	-33108.4 BBL				90 calenda MRR	
EXT	N	RIO ENER	235 STS	-33108 BBL				3 working cEJK	
EXT	N	CENTERMI	225 STS	-32665.1 BBL				3 working cEJK	
EXT	N	RIO ENER	43.77 BBL	-55871.3 BBL				3 working cEJK	

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EXT	N	RIO ENER	43.77 BBL	-39310 BBL	3 working c LRA
EXT	N	RIO ENER	43.77 BBL	-40832.1 BBL	3 working c LRA
EXT	N	RIO ENER	242 STS	-32960 BBL	3 working c EJK
EXT	N	RIO ENER	236 STS	-6400 BBL	3 working c EJK
EXT	N	RIO ENER	236 STS	-25600 BBL	3 working c EJK
EXT	N	RIO ENER	275 STS	-35000 BBL	3 working c EJK
EXT	N	RIO ENER	43.77 BBL	-25231.9 BBL	3 working c EJK
EXT	N	GENESI	43.77 BBL	-1434 BBL	3 working c MRR
EXT	N	GCAC	245 MTA	-35000 BBL	5 working c EJK
EXT	N	GCAC	44 BBL	-30500 BBL	5 working c EJK
EXT	N	RIO ENER	43.77 BBL	-32411 BBL	3 working c MRR
EXT	N	GCAC	249 MTA	-35000 BBL	5 working c EJK
EXT	N	GCAC	250 MTA	-28000 BBL	5 working c EJK
EXT	N	GCAC	285 MTA	-75000 BBL	3 working c EJK

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PRODUCT_UNTAXED_CARBO_N_IF BUSINESS_DOC_REFU REQ_COLL_REQ_COLL_NB_IS_LINE USER_CRE/USER_LAST DATE_LAST_MODIFIED									
N	N	OCR	30-Jun-17	N	EJK	BGH	3-Aug-17		
N	N	OCR	12-Jul-17	N	EJK	MRR	21-Jul-17		
N	N	OCR	12-Jul-17	N	EJK	LRA	19-Jul-17		
N	N	OCR	20-Jul-17	N	EJK	BGH	10-Aug-17		
N	N	OCR	21-Jul-17	N	EJK	MRR	14-Aug-17		
N	N	OCR	30-Jun-17	N	MRR	BGH	3-Aug-17		
N	N	OCR	30-Jun-17	N	MRR	BGH	3-Aug-17		
N	N	OCR	30-Jun-17	N	MRR	BGH	3-Aug-17		
N	N	OCR	27-Jul-17	N	LRA	BGH	22-Aug-17		
N	N	OCR	27-Jul-17	N	LRA	BGH	22-Aug-17		
N	N	OCR	27-Jul-17	N	LRA	BGH	22-Aug-17		
N	N	OCR	27-Jul-17	N	LRA	BGH	22-Aug-17		
N	N	OCR	25-Jul-17	N	EJK	BGH	3-Aug-17		
N	N	OCR	28-Jul-17	N	LRA	BGH	22-Aug-17		
N	N	OCR	10-Aug-17	N	MRR	MRR	10-Aug-17		
N	N	OCR	15-Aug-17	N	EJK	MRR	23-Aug-17		
N	N	OCR	18-Aug-17	N	EJK	BGH	24-Aug-17		
N	N	LC	25-Aug-17	N	BGH				
N	N	OCR	29-Aug-17	N	EJK	MRR	11-Sep-17		
N	N	OCR	5-Oct-17	N	EJK				
N	N	OCR	1-Jul-17	N	MRR	MRR	21-Jul-17		
N	N	OCR	27-Jul-17	N	EJK	BGH	23-Aug-17		
N	N	OCR	21-Jul-17	N	EJK	MRR	10-Aug-17		
N	N	OCR	25-Jul-17	N	LRA	BGH	2-Aug-17		

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N	N	OCR	25-Jul-17	N	LRA	MRR	8-Aug-17
N	N	OCR	25-Jul-17	N	LRA	BGH	29-Aug-17
N	N	OCR	27-Jul-17	N	LRA	BGH	22-Aug-17
N	N	OCR	27-Jul-17	N	LRA	BGH	22-Aug-17
N	N	OCR	27-Jul-17	N	LRA	BGH	22-Aug-17
N	N	OCR	27-Jul-17	N	LRA	BGH	22-Aug-17
N	N	OCR	28-Jul-17	N	LRA	BGH	3-Aug-17
N	N	OCR	10-Aug-17	N	MRR	MRR	10-Aug-17
N	N	OCR	23-Aug-17	N	EJK		
N	N	OCR	10-Aug-17	N	EJK		
N	N	OCR	10-Aug-17	N	MRR	MRR	10-Aug-17
N	N	OCR	23-Aug-17	N	EJK	BGH	15-Aug-17
N	N	OCR	20-Sep-17	N	EJK		
N	N	OCR	15-Oct-17	N	EJK		



## CGAC / Rio Summary

Vitol Contract	Deal	Date	Vitol Counterparty	Supplier	Location	NBbls	Price
3105432.0	1844757	30-Jun	Rio	Inventory	Mobile	107,999.31	43.770
3105432.1	1844757	6-Jul	Rio	Exxon	Mobile	38,059.40	43.770
3105432.2	1844757	7-Jul	Rio	Exxon	Mobile	37,772.64	43.770
3105432.3	1844757	30-Jun	Rio	Inventory	Corpus	120,128.91	43.770
3126632.0	1845096	30-Jun	Rio	Bottoms	Corpus	3,761.09	1.000
3114301.0	1845012	12-Jul	Citgo	Citgo	Corpus	55,359.48	31.400
3114301.0	1845012	12-Jul	Citgo	Citgo	Corpus	511.81	31.400
3122695.0	1845083	30-Jul	P66	P66	Corpus	40,832.12	41.000
3122201.0	1845090	25-Jul	Exxon	Exxon	Mobile	39,309.86	38.617
3126576.0	1853922	25-Jul	Citgo	Citgo	Corpus	25,231.92	32.567
3147123.0	1866853	17-Aug	Hunt	Hunt	Mobile		
3151012.0	1915049	6-Oct	P66	P66	Corpus		
3158929.0	1915053	11-Sep	GCAC	Shell Equilon	Mobile		
3161097.0	1877681	3-Sep	Hunt	Hunt	Mobile		
3213448.0	1915463	24-Oct	Exxon	Exxon	Baton Rouge	39,366.22	39.887
3213447.0	1915467	24-Oct	Exxon	Exxon	Baytown	38,229.05	39.637
3187254.0	1915150	25-Oct	Exxon	Exxon	Baton Rouge	47,307.73	41.369
3187254.1	1915150	28-Oct	Exxon	Exxon	Baton Rouge	31,750.94	41.369
3232017.0	1925598	Nov 3-4	Citgo	Citgo	Port Allen	49,557.13	46.837
3239253.0	1941491	11-Nov	Citgo	Citgo	Corpus Christi	34,132.22	45.043
3243802.0	1941925	15-Nov	Citgo	Citgo	Corpus Christi	19,433.34	43.680
3248805.0	1942224	23-Nov	Citgo	Citgo	Corpus Christi	34,466.86	42.645
3232026.0		Nov 10-30	P66	P66	Lake Charles	120,000.00	
July Polymers					Corpus Christi		
Aug Polymers					Corpus Christi		
Sept Polymers					Corpus Christi		
Sulfur					Corpus Christi		
Total							

Vitol Contract	Deal	Date	Vitol Counterparty	Receiver	Location	NBbls	Price
3126634.0	1845096	7-Jul	Rio	VALT	Mobile		
3105629.0	1834559	4-Jul	Inversiones Titanio		Dom Rep		
			Inversiones Titanio		Dom Rep		
3126629.0	1845103	21-Jul	Rio	VALT	Mobile		
3126629.1	1845103	21-Jul	Rio	VALT	Mobile		
3122729.0	1845058	18-Jul	Century Terminals	Century Terminals	Channelview		
3143691.0	1845058	18-Jul	Genesis	Genesis	Channelview	1,000.00	
3126626.0	1845105	12-Sep	Rio	United	Mobile		
3143606.0	1914582	11-Aug	GCAC	SEM	Mobile	29,746.94	44.000
3143612.0	1915039	20-Aug	GCAC	Gunvor	Corpus Christi		
3147126.0	1915045	2-Sep	GCAC	Gunvor	Corpus Christi		
3178452.0	1915134	26-Sep	GCAC	VALT	Mobile		
3196252.0	1915419	23-Oct	GCAC	VALT	Mobile		
3204486.0	1915420	15-Oct	GCAC	Gunvor	Mobile		

3233787.0	1925598	Nov 6-9	Freepoint	Freepoint	Port Allen	49,557.13	47.016
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Total
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29746.94	44	1,308,865.36
6235.884	245	1,527,791.58
6198.949	249	1,543,538.30
4638.423	250	1,159,605.75
2639.816	247.5	653,354.46
6042.07	245	1,480,307.15
		7,673,462.60

Purchases						
Short Tons	Price	Value	Invoice	Date Paid	Paid	Balance
		\$4,727,129.80			\$0.00	\$4,727,129.80
		\$1,665,859.94			\$0.00	\$1,665,859.94
		\$1,653,308.45			\$0.00	\$1,653,308.45
		\$5,258,042.39			\$0.00	\$5,258,042.39
		\$3,761.09			\$0.00	\$3,761.09
		\$1,738,287.67	P1741005		\$0.00	\$1,738,287.67
		\$16,070.83	P1758120		\$0.00	\$16,070.83
		\$1,674,116.92	P1744983		\$0.00	\$1,674,116.92
		\$1,518,017.07	P1743160		\$0.00	\$1,518,017.07
		\$821,719.53	P1743401		\$0.00	\$821,719.53
4,544.580	247.000	\$1,122,511.26	P1746430		\$0.00	\$1,122,511.26
6,814.205	255.000	\$1,737,621.00	P1759997		\$0.00	\$1,737,621.00
6,727.883	267.500	\$1,799,708.70			\$0.00	\$1,799,708.70
5,707.278	240.000	\$1,369,747.20	P1748905		\$0.00	\$1,369,747.20
		\$1,570,188.61	P1760602		\$0.00	\$1,570,188.61
		\$1,515,273.39	P1759796		\$0.00	\$1,515,273.39
		\$1,957,054.56	P1760597		\$0.00	\$1,957,054.56
		\$1,313,491.94	P1760594		\$0.00	\$1,313,491.94
		\$0.00			\$0.00	\$0.00
		\$0.00			\$0.00	\$0.00
		\$2,321,107.30	P1763270		\$0.00	\$2,321,107.30
		\$1,537,087.64	P1763257	28-Nov	\$0.00	\$1,537,087.64
		\$848,848.29	P1764708	28-Nov	\$0.00	\$848,848.29
		\$1,469,839.24	P1469839.24	1-Dec	\$0.00	\$1,469,839.24
21,239.000	240.000	\$5,097,360.00			\$0.00	\$5,097,360.00
		\$0.00			\$0.00	\$0.00
		\$0.00			\$0.00	\$0.00
		\$0.00			\$0.00	\$0.00
		\$75,347.22			\$0.00	\$75,347.22
		\$9,240.23			\$0.00	\$9,240.23
		\$58,023.37			\$0.00	\$58,023.37
		\$1,910.00			\$0.00	\$1,910.00
		\$42,880,673.65			\$0.00	\$42,880,673.65

Sales						
Short Tons	Price	Value	Invoice	Date Paid	Paid	Balance
5,358.217	242.000	\$1,296,688.51			\$0.00	\$1,296,688.51
5,975.818	236.000	\$1,410,293.05	S1773728		\$0.00	\$1,410,293.05
		\$256,589.95	S1773728		\$0.00	\$256,589.95
4,052.132	236.000	\$956,303.15			\$0.00	\$956,303.15
936.076	236.000	\$220,913.94			\$0.00	\$220,913.94
5,896.749	225.000	\$1,326,768.53	S1753068		\$0.00	\$1,326,768.53
180.522	225.000	\$40,617.45			\$0.00	\$40,617.45
5,752.006	275.000	\$1,581,801.65			\$0.00	\$1,581,801.65
		\$1,308,865.36			\$0.00	\$1,308,865.36
6,235.884	245.000	\$1,527,791.58			\$0.00	\$1,527,791.58
6,198.949	249.000	\$1,543,538.30			\$0.00	\$1,543,538.30
4,638.423	250.000	\$1,159,605.75			\$0.00	\$1,159,605.75
2,639.816	247.500	\$653,354.46			\$0.00	\$653,354.46
6,042.070	245.000	\$1,480,307.15			\$0.00	\$1,480,307.15
		\$0.00			\$0.00	\$0.00

\$0.00		\$0.00	\$0.00
\$0.00		\$0.00	\$0.00
\$2,329,978.02	\$1777969	\$0.00	\$2,329,978.02
\$0.00		\$0.00	\$0.00
\$0.00		\$0.00	\$0.00
\$0.00		\$0.00	\$0.00
\$17,093,416.85		\$0.00	\$17,093,416.85



**Comments**

Check volume 124,011.04 nbbls - Backup  
Is this included in the 124,011.04 nbbls?

Citgo billed quantity balance, had underbilled original

Need to change to STS and re-enter payable invoice

Need to change to STS

B/K27722 & 23

B/K27722 & 23

Px usgc 3% - 10.0 => Nov 8-10, sold Freepoint

GM 3000, 3002, 3003



**Comments**

Need to change to STS and rebill  
Asphalt Spring Frt - Mobile to Dom Rep

Bill Genesis for barge ROB at same as sales price to Century

Need to change to STS  
Need to change to STS  
Need to change to STS  
Need to change to STS  
Need to change to STS



Px usgc 3% - 8.25, bot from citgo



## Opening Inventory 30 Jun 2017

Tank (Corpus)	Volume	Bottoms ?	Net less Bottoms
312	41,431.84		41,431.84
313	42,299.48	2,395.71	39,903.77
314	18,840.05		18,840.05
315	9,338.14	607.19	8,730.95
316	0.00	84.00	
401	1,139.97	674.19	465.78
402	1,662.81		1,662.81
403	1,829.17		1,829.17
404	2,174.10		2,174.10
405	1,245.12		1,245.12
406	204.75		204.75
407	2,089.96		2,089.96
424	876.27		876.27
245	879.38		879.38
Total	124,011.04	3,761.09	120,333.95
Rio Figures	123,890.00	3,761.09	120,128.91

Tank (Mobile)	Volume
801	37,677.02
802	40,136.57
803	20,898.57
20	9,287.15
Total	107,999.31

Grand Total 232,010.35  
 Rio Grand Total 231,889.31

## GCAC - Hedge 2007802 Purchases/Sales

No.	Notes	Position	Date Created	B/S	Deal	Date	Prod	Counter	QTY	UOM	Status	Qty	Title xfer	Status	Price
1	Inventory	3105432.0	30-Jun-17	B	1844757	17-Jul	HSFO	RIO ENERGY INTERNATIONAL, INC.	107,999.310	BBL	2AP	APP	43.770 USD / BBL		
1	Inventory	3105432.1	21-Jul-17	B	1844757	17-Jul	HSFO	RIO ENERGY INTERNATIONAL, INC.	38,059.400	BBL	2AP	APP	43.770 USD / BBL		
1	Inventory	3105432.2	21-Jul-17	B	1844757	17-Jul	HSFO	RIO ENERGY INTERNATIONAL, INC.	37,772.640	BBL	2AP	APP	43.770 USD / BBL		
1	Inventory	3105432.3	21-Jul-17	B	1844757	17-Jul	HSFO	RIO ENERGY INTERNATIONAL, INC.	120,128.910	BBL	2AP	APP	43.770 USD / BBL		
Total									303,960.260						
2	Bottoms	3126632.0	25-Jul-17	B	1844757	17-Aug	VTB	RIO ENERGY INTERNATIONAL, INC.	3,761.090	BBL	PLA	UNK	1.000 USD / BBL		
3		3225359.1						VIC (Internal)	33,108.380	BBL					
3		3114206.0	12-Jul-17	S		17-Aug	HSFO	RIO ENERGY INTERNATIONAL, INC.	33,108.380	BBL	1AP	PLA	235.00 USD / STS		
3		3114211.0	12-Jul-17	B	1834559	17-Jul	HSFO	RIO ENERGY INTERNATIONAL, INC.	5,415.485	MTA	2AP	APP	235.00 USD / STS		
3		3105629.0	30-Jun-17	S	1834559	17-Jul	HSFO	INVERSIONES TITANIO SRL	5,415.485	MTA	2AP	APP	240.54 USD / STS		
4		3226745.1	7-Jul-17	B	1845096		VTB	VIC (Internal)	5,358.217	STS			242		
4	No offset - Inv?	3126634.0	25-Jul-17	S	1845096	17-Aug	VTB	RIO ENERGY INTERNATIONAL, INC.	5,358.217	STS	PLA	UNK	242.00 USD / STS		
5		3114301.0	12-Jul-17	B	1845012	17-Jul	VTB	CITGO PETROLEUM CORPORATION	55,871.290	BBL	2AP	APP	31.400 USD / BBL		
5		3126645.0	25-Jul-17	S	1845012	17-Jul	VTB	RIO ENERGY INTERNATIONAL, INC.	55,871.290	BBL	2AP	APP	43.770 USD / BBL		
5		3126644.0	25-Jul-17	B	1845012	17-Aug	VTB	RIO ENERGY INTERNATIONAL, INC.	55,871.290	BBL	PLA	UNK	43.770 USD / BBL		
5		3225366.0		S	1845012		VTB	VIC (Internal)	55,871.290	BBL			43.77		
6		3225368.2		B	1845058		VTB	VIC (Internal)	32,411.040	BBL			43.77		
6		3143573.0	10-Aug-17	B	1845058	17-Jul	VTB	RIO ENERGY INTERNATIONAL, INC.	32,411.040	BBL	2AP	APP	43.770 USD / BBL		
6		3143562.0	10-Aug-17	S	1845058	17-Jul	VTB	RIO ENERGY INTERNATIONAL, INC.	32,411.040	BBL	2AP	APP	43.770 USD / BBL		
6	volumes different	3122729.0	21-Jul-17	S	1845058	17-Jul	VTB	CENTURY TERMINALS, LLC	5,896.749	STS	2AP	APP	225.00 USD / STS		
6		3143691.0	10-Aug-17	S	1845058	17-Jul	VTB	GENESIS MARINE, LLC	1,434.000	BBL	PLA	PLA	43.770 USD / BBL		
7		3226755.1		B	1845103		VTB	VIC (Internal)	4,988.208	STS			43.77		
7		3126629.0	25-Jul-17	S	1845103	17-Aug	VTB	RIO ENERGY INTERNATIONAL, INC.	4,052.132	STS	PLA	UNK	236.00 USD / STS		
7		3126629.1	25-Jul-17	S	1845103	17-Aug	VTB	RIO ENERGY INTERNATIONAL, INC.	936.076	STS	PLA	UNK	236.00 USD / STS		
8		3228733.1		B	1845105		VTB	VIC (Internal)	5,725.289						
8		3126626.0	25-Jul-17	S	1845105	17-Aug	VTB	RIO ENERGY INTERNATIONAL, INC.	5,752.006	STS	PLA	UNK	275.00 USD / STS		
9		3122695.0	21-Jul-17	B	1845083	17-Jul	VTB	PHILLIPS 66 COMPANY	40,832.120	BBL	2AP	APP	41.000 USD / BBL		
9		3126637.0	25-Jul-17	B	1845083	17-Aug	VTB	RIO ENERGY INTERNATIONAL, INC.	40,832.120	BBL	PLA	UNK	43.770 USD / BBL		
9		3126639.0	25-Jul-17	S	1845083	17-Jul	VTB	RIO ENERGY INTERNATIONAL, INC.	40,832.120	BBL	2AP	APP	43.770 USD / BBL		
9		3225373.0		S	1845083		VTB	VIC (Internal)	40,832.120	BBL			43.77		
10		3122201.0	20-Jul-17	B	1845090	17-Jul	VTB	EXXONMOBIL OIL CORPORATION	39,309.860	BBL	2AP	APP	38.617 USD / BBL		
10		3126641.0	25-Jul-17	B	1845090	17-Aug	VTB	RIO ENERGY INTERNATIONAL, INC.	39,309.000	BBL	PLA	UNK	43.770 USD / BBL		
10		3126642.0	25-Jul-17	S	1845090	17-Jul	VTB	RIO ENERGY INTERNATIONAL, INC.	39,309.860	BBL	2AP	APP	43.770 USD / BBL		
10		3225403.0		S	1845090		VTB	VIC (Internal)	39,309.860	BBL			43.77		
11		3126576.0	25-Jul-17	B	1853922	17-Jul	VTB	CITGO PETROLEUM CORPORATION	25,231.920	BBL	2AP	APP	32.567 USD / BBL		
11		3130669.0	28-Jul-17	S	1853922	17-Jul	VTB	RIO ENERGY INTERNATIONAL, INC.	25,231.920	BBL	2AP	APP	43.770 USD / BBL		
11		3130672.0	28-Jul-17	B	1853922	17-Aug	VTB	RIO ENERGY INTERNATIONAL, INC.	25,231.920	BBL	PLA	UNK	43.770 USD / BBL		
11		3225404.0		S	1853922		VTB	VIC (Internal)	25,231.920	BBL			43.77		
12		3147123.0	15-Aug-17	B	1866853	17-Aug	PG6722	HUNT REFINING COMPANY	4,544.582	STS	2AP	APP	247.00 USD / STS		
12		3226878.0		S	1866853			RIO ENERGY INTERNATIONAL, INC.	4,544.582						
12		3226876.0		B	1866853			RIO ENERGY INTERNATIONAL, INC.	4,544.582						
12		3226891.0		S	1866853			VIC (Internal)	4,544.582	STS					
13		3226949.1		B	1914582			VIC (Internal)	29,746.940	BBL			43.77		
13		3143606.0	10-Aug-17	S	1914582	17-Aug	PG64/22	GULF COAST ASPHALT COMPANY, L.L.C.	29,746.940	BBL	PLA	UNK	44.00		
14		3227027.1		B	1915039			VIC (Internal)	6,235.884	STS					
14		3143612.0	10-Aug-17	S	1915039	17-Aug	PG64/22	GULF COAST ASPHALT COMPANY, L.L.C.	6,235.884	STS	PLA	UNK	245.00 USD / MTA		
15		3227042.1		B	1915045			VIC (Internal)	6,198.949	STS					

15	3147126.0	15-Aug-17	S	1915045	17-Aug	P66722	GULF COAST ASPHALT COMPANY, L.L.C.	6,198,949	STS	PLA	UNK	249.00 USD / MTA
16	3151012.0	18-Aug-17	B	1915049	17-Aug	VTB	PHILLIPS 66 COMPANY	6,814,205	STS	PLA	UNK	255.00 USD / STS
16	3227052.0		S	1915049			RIO ENERGY INTERNATIONAL, INC.	6,814,205	STS			
16	3227053.0		B	1915049			RIO ENERGY INTERNATIONAL, INC.	6,814,205	STS			
16	3227059.0		S	1915049			VIC (Internal)	6,814,205	STS			
17	3158929.0	25-Aug-17	B	1915053	17-Aug	VTB	GULF COAST ASPHALT COMPANY, L.L.C.	6,727,883	STS	PLA	UNK	267.50 USD / MTA
17	3227067.0		S	1915053			RIO ENERGY INTERNATIONAL, INC.	6,727,883	STS			
17	3227080.0		B	1915053			RIO ENERGY INTERNATIONAL, INC.	6,727,883	STS			
17	3227083.0		S	1915053			VIC (Internal)	6,727,883	STS			
18	3161097.0	29-Aug-17	B	1877681	17-Sep	P66722	HUNT REFINING COMPANY	5,707,278	STS	ZAP	APP	240.00 USD / STS
18	3227092.0		S	1877681			RIO ENERGY INTERNATIONAL, INC.	5,707,278	STS			
18	3227093.0		B	1877681			RIO ENERGY INTERNATIONAL, INC.	5,707,278	STS			
18	3227095.0		S	1877681			VIC (Internal)	5,707,278	STS			
19	3227105.1		B	1915134			VIC (Internal)	4,638,423	STS			
19	3178452.0	15-Sep-17	S	1915134	17-Sep	ASP40/60	GULF COAST ASPHALT COMPANY, L.L.C.	4,638,423	STS	PLA	UNK	250.00 USD / MTA
20	Need full details....were deals even entered?											
20												
21 A	3187254.0	25-Sep-17	B	1915150	17-Oct	HSFO	EXXONMOBIL OIL CORPORATION	47,307,730	BBL	PLA	UNK	41.369
	3221283.0	18-Aug-17	S	1915150		VTB	FREEPOINT COMMODITIES LLC	47,245,870	BBL			44.69
21 B	3187254.1	25-Sep-17	B	1915150	17-Oct	HSFO	EXXONMOBIL OIL CORPORATION	31,750,940	BBL	PLA	UNK	41.369
	3231500.0		S	1915150		VTB	UNITY BUNKERING	20,257,820	BBL			51.128
	3227135.0		S	1915150		VTB	RIO ENERGY INTERNATIONAL, INC.	11,924,540	BBL			43.77
	3227136.0		B	1915150		VTB	RIO ENERGY INTERNATIONAL, INC.	11,924,540	BBL			43.77
	3227137.0		S	1915150		VTB	VIC (Internal)	11,924,540	BBL			43.77
22	3227171.1		B	1915419			VIC (Internal)	2,639,816				
22	3227170.0		S	1915419			RIO ENERGY INTERNATIONAL, INC.	2,639,816				
22	3227142.0		B	1915419			RIO ENERGY INTERNATIONAL, INC.	2,639,816				
22	3196252.0	2-Oct-17	S	1915419	17-Oct	ASP40/60	GULF COAST ASPHALT COMPANY, L.L.C.	2,639,816	BBL	PLA	UNK	247.50 USD / MTA
23	3227177.1		B	1915420			VIC (Internal)	6,042,070	BBL			
23	3204486.0	11-Oct-17	S	1915420	17-Oct	ASP40/60	GULF COAST ASPHALT COMPANY, L.L.C.	6,042,070	BBL	PLA	UNK	245.00 USD / MTA
24	3213448.0	19-Oct-17	B	1915463	17-Oct	VTB	EXXONMOBIL OIL CORPORATION	39,366,220	BBL	PLA	UNK	39.887
24	3214927.0		S	1915463			RIO ENERGY INTERNATIONAL, INC.					
24	3214928.0		B	1915463			RIO ENERGY INTERNATIONAL, INC.					
24	3227131.0		S				VIC (Internal)					
25	3213447.0	19-Oct-17	B	1915467	17-Oct	VTB	EXXONMOBIL OIL CORPORATION	38,229,050	BBL	PLA	UNK	39.637
25	3214932.0		S				RIO ENERGY INTERNATIONAL, INC.					
25	3214933.0		B	1915467			RIO ENERGY INTERNATIONAL, INC.					
25	3227133.0		S				VIC (Internal)					
26	Need to enter deal - Ning Hai Wan to Titanio											
27/28/29	=> see deal #21											
30 A	3232026.1		B	1933012		VTB	PHILLIPS 66 COMPANY	6,901,187	STS			250
	3239254.0		S	1933012			MERCURIA	37,839,310	BBL			
30 B	3232026.0		B	1933014		VTB	PHILLIPS 66 COMPANY	40,000,000	BBL			250
	3239260.0		S	1933014			MERCURIA	40,000,000	BBL			
30 C	3232026.0		B			VTB	PHILLIPS 66 COMPANY	40,000,000	BBL			250
31	3232017.0		B	1925598		VTB	CITGO PETROLEUM	49,557,130	BBL			46.847
31	3233787.0		S	1925598		VTB	FREEPOINT COMMODITIES LLC	49,557,130	BBL			47.016
32	3230472.0		B	1943899		VTB	DAVISON PETROLEUM	33,946,760	BBL			

33	3238311.0	S	VTB	GULF COAST ASPHALT COMPANY, L.L.C.	24,000,000	BBL	250
33							

[REDACTED]

Cost Summary							



## GCAC Asphalt Cost Summary (Hdg 2007802)

No.	Deal	Cost	Value	Vitol Voucher	Date Pd
1	184757				
2					
3	1834559	FRE	\$279,000.00	P1737292	7-Jul
3	1834559	OTH	(\$22,410.05)	S1748872	24-Jul
3	1834559	TCR	\$11,917.49		9-Oct
4					
5	1845012	COM	\$3,000.00	P1746218	30-Aug
		TCR	\$2,196.44		3-Aug
6	1845058	FRE	\$40,000.00		
6	1845058	SOT	\$20,000.00		
6	1845058	INS	\$5,000.00		
6	1845058	DHM	\$1,773.29		
6	1845058	TCR	\$2,911.72		
7	1845103				
8	1845105				
9	1845083	DEI	\$2,406.25	P1754345	28-Dec
10	1845090	DEI	\$10,345.31	P1756758	9-Jan
10	1845090	COM	\$2,000.00	P1746220	30-Aug
11	1853922	COM	\$1,250.00	P1746216	30-Aug
11	1853922	TVM	\$383.47		
11	1853922	TCR	\$914.41		
12	1866853				
13	1914582				
14	1915039				
15	1915045				
16					
17	1915053				
18	1877681				
19	1915134				
20					
21	1915150				
22	1915419				

23 1915420

24 1915463

25 1915467

**Description**

Freight on Asphalt Spring - Mobile to Santo Domingo - CP in Rio's name  
Freight credit from Rio for short load  
Country Risk

Market Petroleum, Inc. commission  
Country Risk

Genesis Barge Freight  
Genesis Barge Heat  
Inspection  
Domestic Harbor Maintenance  
Country Risk

Barge Dmrg

Barge Dmrg  
Market Petroleum, Inc. commission

Market Petroleum, Inc. commission  
Time Value  
Country Risk

[illegible]

This image shows a full page of white paper with horizontal grey ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings present.

This image shows a full page of blank, lined paper. It features approximately 30 evenly spaced horizontal gray lines across its entire surface, typical of standard notebook paper. The lines are uniform in thickness and color, providing a guide for handwriting. There are no margins, text, or other markings present on the page.



[illegible]

[illegible]

This image shows a full page of blank, lined paper. It features approximately 30 evenly spaced horizontal gray lines across the entire width of the page. The lines are thin and light gray, set against a plain white background. There is no handwriting or other markings on the paper.

[illegible]

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[illegible]



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